

In The Matter Of:

*Senate Committee on Governmental Affairs
Special Investigation*

Deposition of Daniel B. Denning

June 30, 1997

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507 C Street, N.E.

Washington, DC 20002

(202) 546-6666 FAX: (202) 546-1502

*Original File 0630denn.asc, 278 Pages
Min-U-Script® File ID: 2389777121*

Word Index included with this Min-U-Script®

UNITED STATES SENATE
COMMITTEE ON GOVERNMENTAL AFFAIRS
In the Matter of:
SPECIAL INVESTIGATION
Washington, D.C.
Monday, June 30, 1997

The deposition of DANIEL B. DENNING, called for examination by counsel for the United States Senate, Committee on Governmental Affairs, Room 326, Dirksen Senate Office Building, commenced at 9:32 a.m., before Susan Harris, a notary public in and for the District of Columbia, when were present on behalf of the parties:

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PROCEEDINGS
Whereupon,

(1) DANIEL B. DENNING
(2) was called for examination by counsel for the Committee on
(3) Governmental Affairs and, having been first duly sworn by
(4) the notary public, was examined and testified as follows:
(5) MR. FRENKEL: Good morning, Mr. Denning.
(6) THE WITNESS: Good morning.
(7) MR. FRENKEL: Why don't we all just state our
(8) appearances for the record?
(9) My name is Jonathan Frenkel. I'm with the
(10) minority counsel to the Governmental Affairs Committee
(11) special investigation staff.
(12) MS. ROSENBERG: I'm Lisa Rosenberg, also with the
(13) minority counsel.
(14) MR. PERRY: Phil Perry, with the majority.
(15) MR. SPAEDER: Roger Spaeeder, Zuckerman, Spaeeder,
(16) Goldstein, Taylor and Kolker, in Washington, on behalf of
(17) the witness.
(18) Counsel, when you have a moment, I do have a
(19) preliminary statement to make.
(20) MR. FRENKEL: Go ahead and make it now, if you'd
(21) like.
(22) MR. SPAEDER: Mr. Denning is here pursuant to a
(23) subpoena issued by the committee. For the record, Mr.

(1) Denning worked at the National Policy Forum from January of
(2) 1994 through approximately May of 1995. While at NPF, Mr.
(3) Denning held the position of chief operating officer.
(4) Pursuant to Senate Resolution 39, the Senate,
(5) after debate, authorized the committee to expend funds for
(6) the sole purpose of conducting an investigation of illegal
(7) or improper activities in connection with the 1996 federal
(8) election campaigns. We believe, under these circumstances,
(9) that the committee's sole investigative jurisdiction extends
(10) to issues connected with the 1996 federal election campaign.
(11) As the Joint Committee on Congressional Operations
(12) has observed, subpoenas issued by Congressional committees
(13) must not exceed the scope of authority delegated to the
(14) committee, and I'm sure counsel are familiar with the
(15) Supreme Court's declarations about the limits of the
(16) committee's investigative jurisdiction as being embodied in
(17) the authorizing resolution. That document is the
(18) committee's charter, citing *Watkins v. United States*. Where
(19) an investigating committee exceeds its jurisdiction, the
(20) witness has no duty to respond to the committee's questions,
(21) under a variety of Supreme Court decisions, and a subpoenaed
(22) party need not produce records.
(23) We are here today in response to the subpoena in
(24) connection with the committee's attempt to investigate
(25) illegal or improper activities relating to the 1996 federal

(1) election campaigns. We do hope that we can cooperate with
(2) the committee's interrogations, and my goal is to make Mr.
(3) Denning available within any reasonable limit to address
(4) issues within the scope of the committee's investigative
(5) jurisdiction.
(6) In some cases, I intend to object for the record,
(7) but nevertheless permit the witness to answer, because I
(8) believe that is, in the long run, in the client's interests.
(9) In some cases where I believe that the questions are clearly
(10) outside what I believe a court would rule to be the
(11) committee's investigative jurisdiction, I may feel obliged
(12) to instruct the witness not to answer.
(13) But I'm happy to discuss with you on or off the record
(14) the basis for which the question is being tendered because I
(15) may want to permit him to answer some of the questions, and
(16) then when I get the feeling that we're off into the area
(17) that's out of bounds, I will object and instruct the witness
(18) not to respond. But we hope to conclude Mr. Denning's
(19) deposition today and to be of assistance to the minority and
(20) the majority staff.
(21) MR. FRENKEL: I appreciate your statement, Mr.
(22) Spaeeder. I don't intend to engage in any sort of colloquy
(23) now. I would say it's questioning rather than
(24) interrogation, but that's a matter of semantics, of Mr.
(25) Denning. I'm sure it will not surprise you that the

(1) minority staff and possibly the majority staff might have a
(2) different view than you about what is and what is not within
(3) the legitimate scope of the committee's inquiry.

(4) I appreciate the fact that, as you stated, your
(5) intention will be for the most part to simply note your
(6) objection for the record and permit an answer, and then at
(7) those times when you feel it's necessary to give an
(8) instruction not to answer, to do that, and then we can
(9) discuss that at the time either on or off the record. I
(10) appreciate your views.

(11) **EXAMINATION BY COUNSEL FOR THE MINORITY
(12) COMMITTEE ON GOVERNMENTAL AFFAIRS
(13) BY MR. FRENKEL:**

(14) Q: Mr. Denning, have you ever been deposed before?

(15) A: Once.

(16) Q: Well, you have one of the best lawyers in
(17) Washington, D.C., if not the country, so I'm sure he has
(18) reviewed with you what transpires here today, is that
(19) correct?

(20) A: That's correct.

(21) Q: As you know, it's a sworn proceeding under oath.
(22) It's as if you were in a courtroom. My questions and your
(23) answers will be taken down by the court reporter, so it's
(24) just necessary for you to give an audible answer as opposed
(25) to shaking your head or saying things like "uh-huh" or "uh-

(1) uh." We just need a clear, audible answer. If at any time
(2) you don't understand my question, please let me know and
(3) I'll try to make it understandable for you. Otherwise,
(4) we'll assume that you understood the question as it was
(5) tendered to you.

(6) Is there anything preventing you from giving full,
(7) accurate and truthful testimony here today?

(8) A: No.

(9) Q: Have you taken any prescription or over-the-
(10) counter medications this morning that might impair your
(11) ability to recall events clearly?

(12) A: No.

(13) Q: Can you please give us your home or business
(14) address, whichever you prefer?

(15) A: My home address is 9201 Georgetown Pike, Great
(16) Falls, Virginia 22066.

(17) Q: Can you please provide a sense of your post-high
(18) school educational background?

(19) A: Undergraduate degree from Indiana, a master's from
(20) American. I've completed a number of Army--I'm still a
(21) reserve officer, so a number of Army courses, including
(22) command of general staff.

(23) Q: What was your master's degree in from the
(24) University of Indiana--from American University?

(25) A: Public administration management.

(1) Q: Give me a sense, please, of your career positions
(2) following college. Did you enlist immediately or were you
(3) made an officer in the United States Army?

(4) A: I was commissioned and served a little over three
(5) years, was on Capitol Hill for about two years on the House
(6) side.

(7) Q: What sort of position on the House side?

(8) A: An L.A. for a Congressman.

(9) Q: Which Congressman?

(10) A: John Myers of Indiana. I then went to the U.S.

(11) Chamber of Commerce for, again, about two years and handled
(12) energy and environmental issues. From there, I went to Gulf
(13) Oil Corporation for about six years, the same kinds of
(14) issues, federal relations.

(15) I resigned from Gulf in '81, I believe--it was the
(16) year Reagan was shot; I remember that--and went with a small
(17) company called Marline Uranium and was with Marline for a
(18) year, and then joined the Reagan administration and I had a
(19) series of assignments that lasted until, oh--well, I'm
(20) sorry. It wasn't--it was about a year-and-a-half when I
(21) resigned from the administration and worked for the RNC as
(22) deputy convention manager in '84; went back into government
(23) in '85 at the Department of Defense--I was deputy assistant
(24) secretary under Weinberger--and then to the Atomic Weapons
(25) Program at DOE. I left the government in '88 and joined

(1) General Electric, where I was until I resigned and joined
(2) NPE.

(3) Do you want me to keep going beyond that?

(4) Q: Yes, please.

(5) A: I was at NPE I think I resigned as chief
(6) operating officer in about February or March.

(7) Q: Of 1995?

(8) A: Of 1995, and took over the American Legislative
(9) Exchange Council as executive director in '96, and I was
(10) there for a year.

(11) Q: And what are you doing now?

(12) A: Well, I'm doing a little bit of consulting and, as
(13) Roger says, I'm between opportunities.

(14) Q: Just going back briefly over your background, what
(15) position did you have within the Reagan administration?

(16) A: I was first at the Agency for International
(17) Development. Frankly, I've forgotten the title. I was the
(18) chief legislative person over there. I was detailed to the
(19) White House and helped put together the '84 summit, and
(20) after that, that's when I resigned when I was the number two
(21) for--I built the Republican convention in Dallas. Then I
(22) went back into government and I was deputy assistant
(23) secretary to Weinberger for Senate Liaison, and then
(24) Director of Congressional Affairs, I think was the title,
(25) with the Atomic Weapons Program.

(1) Q: In connection with your first stint in the Reagan
(2) administration, you mentioned putting together the '84
(3) summit before you left to head up the Republican convention
(4) in Dallas in 1984. Did you do any work with the White House
(5) Political Office?

(6) A: No, not really.

(7) Q: Do you recall whether you worked with Haley
(8) Barbour?

(9) A: I mean, I knew some of the people there. No, I
(10) didn't--Haley was--I don't know where he was then. I first
(11) met him at the Republican convention in '84.

(12) Q: Do you recall whether you did any work with Ed
(13) Rogers at that time?

(14) A: No, no. I do recall, and I didn't.

(15) Q: How did you come to leave General Electric to take
(16) a job with the National Policy Forum?

(17) A: We--G.E.--my--the part of G.E. that was part of,
(18) G.E. Aerospace, was sold to Martin-Marietta, and it was,
(19) frankly, a real different culture from General Electric to a
(20) very structured, hierarchical kind of organization. I was
(21) slated to move more into marketing, outside of my--what I
(22) thought was my expertise. Haley was a friend. I was
(23) interested in getting back into the political process, and
(24) he came to me in December of '93 and asked me to take the
(25) job and I turned it down, I think, twice before I finally

(1) said yes.

(2) Q: Backing up one second, you say when you left
(3) General Electric, one of the reasons was because you thought
(4) Martin-Marietta was going to put you in an area not within
(5) your expertise. What did you consider your expertise to be?

(6) A: Congressional affairs, marketing, government

(7) marketing. Our business was primarily government services--
(8) DoD, DOE, Social Security. You know, our--in the main, the
(9) business was systems integration and arrange services for
(10) big government agencies.

(11) Q: Can you tell me a little bit more about the
(12) conversation you had with Haley Barbour in December of '93
(13) about taking a job with the National Policy Forum? Was that
(14) the first contact you had with anyone from the National
(15) Policy Forum about taking a job there?

(16) A: Uh-huh, it was.

(17) MR. SPAEDER: I'm going to object, but permit the
(18) witness to answer. This is, in my judgment, outside the '96
(19) election cycle, but I think they're entitled to get a little
(20) bit of information about how you came to come into the
(21) employ of the NPF. But we'll see how it goes. You can
(22) answer the question, though.

(23) THE WITNESS: I'm sorry. Can you say it one more
(24) time?

(25) BY MR. FRENKEL:

Q: Sure. You had mentioned that Mr. Barbour and you had a conversation in around December 1993 about joining the NPF. Was that the first conversation you had with anyone?

A: Yes, yes.

Q: Can you describe to me a little bit what you recall about that conversation?

A: Well, Haley was not satisfied with the pace of activity over there. His hope had been that a number of the forums that the NPF was supposed to get underway had not happened. I think there were 1 or 2 that had actually been held at that point in time, and his hope was the number would have been more like 10 or 15. And he was most anxious that that activity get underway.

The way—he felt that Mike Baroody, while doing a good job, was—he had it headed more toward just a strictly think tank kind of activity as opposed to the kind of hybrid that he envisioned, which was part policy development, but not here in Washington. He wanted these activities out in the real world, listening to, you know, what's on people's minds and getting that information and turning it into something. And that wasn't going—you know, it wasn't happening. Money was being spent, but there was nothing coming out the other end, and he asked me to go in there and get it going.

Q: Mike Baroody was the president of the National

Policy Forum—

A: Yes.

Q: —at that time?

A: Yes.

Q: Just as a matter of structure, please try to let me finish the question, even though you anticipate—

A: Oh, sorry.

Q: —what the end of it will be, just so it's easier for the court reporter.

What did you say back to Mr. Barbour, if you recall?

A: I was interested—well, I don't recall in detail.

I mean, I think the main thing was I was—

MR. SPAEDER: Answer as to what you remember. If you're speculating, tell counsel you're speculating. And if you don't remember, save us all the time and trouble by saying so.

THE WITNESS: Well, the major thing I remember is we had a number of discussions about compensation. You know, I realized I was going to have to take a financial hit to do this and we had some discussions trying to minimize that. We reached an accommodation after two or three weeks. It was over that kind of a period of time, and I accepted the position just close to Christmas.

BY MR. FRENKEL:

Q: I thought I understood you to say in response to an earlier question that at least two times, maybe three times, Mr. Barbour asked you to take the job. You declined it. Is that separate and apart from the compensation issues?

A: No. I'm sorry. It was directly related. I just—I felt I couldn't afford it. It was strictly a matter of that.

Q: What did Mr. Barbour tell you about the National Policy Forum during the conversations you had with him in December '93?

MR. SPAEDER: I object. You may answer.

THE WITNESS: I think what I've already stated.

It wasn't performing as he hoped it would perform. He needed somebody to go in there and get it organized and get it moving.

BY MR. FRENKEL:

Q: Did you have any discussions with him in or about December 1993 about the affiliation, if any, between the National Policy Forum and the Republican National Committee?

MR. SPAEDER: Object. You may answer.

THE WITNESS: To the extent of this, that it was a legally separate entity; that I was to be chief operating officer. I would report to Haley, who is chairman of the board, and that the RNC was subsidizing its start-up costs,

but they hoped to bring that to an end as fast as possible.

BY MR. FRENKEL:

Q: Did you have any understanding at that time, in or around December 1993, about why the RNC was subsidizing the start-up of the NPF?

A: No, I didn't.

Q: Did you come to an understanding at any point after December 1993 about why the RNC had funded the initial start-up of the NPF?

A: As to why the RNC had—no, I didn't, I mean other than what I ascertained, you know.

Q: What did you ascertain about that?

A: Well, the fund-raising was not going as he'd hoped, I guess, and that—you know, that this was necessary to fund operations.

Q: Did you have any understanding as to why the RNC was providing funding, as opposed to any other organization or as opposed to obtaining a bank loan?

MR. SPAEDER: Objection, but you may answer.

THE WITNESS: No.

BY MR. FRENKEL:

Q: What, if anything, did you know about the financial status of the NPF when you accepted a job in December 1993, or the financial condition?

MR. SPAEDER: Object. I'll let you answer.

THE WITNESS: What did I know about the financial condition of the NPF when I accepted the job? That was in debt to the RNC to the tune of about \$250, \$300,000, and that that kind of subsidization would have to probably continue until fund-raising could pick up, but with—you know, with the caveat that Haley had expectations about those forums I mentioned earlier. He wanted to see the pace pick up, so spending would have to—you know, you'd have a rising curve on that as well. And that was it.

BY MR. FRENKEL:

Q: When you were hired in or about December 1993, did you—what did you understand the fund-raising structure to be to help pay for this increase in the number of forums that Mr. Barbour wanted to hold?

MR. SPAEDER: I'm going to object and, for reasons previously indicated, instruct the witness not to answer. This is plainly outside the 1996 federal election campaign cycle, and it strikes me that until there's clarity about the committee's jurisdictional to investigate outside that cycle, and given my understanding that there's even a controversy about whether the donor records or bank records of the committee are properly subject to committee subpoena, I think that it's fair for me to instruct the witness not to answer.

We're, of course, prepared to talk about the loan

guarantee. We view that as part of a continuum that begins in 1994 and carries forward until 1996, and I do think the Young Brothers Development guarantee is fair game, given your committee's mandate. But I'm happy to state for the record I would continue to instruct the witness not to answer any questions that relate to the finances of the organization prior to the 1996 cycle, save those questions that he has already responded to.

MR. FRENKEL: Just so I'm clear, is your position, Mr. Spaeder, that questions relating to the financial condition of the National Policy Forum prior to obtaining the loan from—the loan guarantee from Young Brothers Development you believe to be outside the scope of the committee's jurisdiction?

MR. SPAEDER: Yes, subject to the answers he's already given to give you some frame of reference.

MR. SPAEDER: I appreciate your position. It's not one I agree with, but just to proceed, what I propose to do is just ask a number of questions, then, leading up to that point. If you want to have a continuing objection and just each time during that period until Mr. Denning can answer again, the understanding will be your objection also includes an objection—an instruction not to answer because of your position that the question is outside the scope of the committee's jurisdiction, is that's fine.

11 MR. SPAEDER: That is acceptable. I am happy to
12 proceed that way. This means that there will be a number of
13 questions and pursuant to my standing objection and
14 instruction to you, you should simply decline to answer.
15 Counsel wants to make a record. Counsel is entitled to do
16 that. I've stated my position, and that way we can slog
17 through the balance of the day.

18 THE WITNESS: Do I have to say I decline to answer
19 or do you do that?

20 MR. SPAEDER: I'll help you out.

21 MR. FRENKEL: For the record, I'm prepared to say
22 that you will follow Mr. Spaeder's instructions and that
23 it's not necessary for you to decline to answer the
24 question.

25 BY MR. FRENKEL:

1 Q: When you first came to the National Policy Forum
2 in or about December 1993, was there any discussion with
3 Haley Barbour, the chairman of the National Policy Forum,
4 and also the chairman of the Republican National Committee,
5 about the need to raise money from non-United States
6 citizens?

7 MR. SPAEDER: Objection. Same instruction.

8 MR. FRENKEL: Just for the record, if you want,
9 you don't have to say "same instruction." If you want to,
10 that's fine, whatever your--however you want to do it. It's

11 either way to me, but if you don't want to, I'll just assume
12 that every time you're stating an objection to these series
13 of questions, it includes an instruction not to answer.

14 MR. SPAEDER: You would just prefer to ask the
15 questions *seriatim*, with the understanding that his answer
16 would be one in which he declines to respond at my
17 direction. And then I guess I'll interrupt you if I get to
18 a question--

19 MR. FRENKEL: No. I'm sorry. I guess--you know,
20 either way, I guess all I'm saying is you can either just
21 say "objection," which I will, for the record--for this part
22 of the record will be deemed to include an instruction not
23 to answer. If your personal preference is to say,
24 "objection, instruction not to answer," each time, that's
25 fine, too.

1 MR. SPAEDER: I accept your proposal.

2 BY MR. FRENKEL:

3 Q: Mr. Denning, when you were hired on or about
4 December 1993 by the National Policy Forum, did you have any
5 discussions with other officers and directors of the
6 National Policy Forum, exclusive of Haley Barbour, about the
7 need to raise money from non-United States citizens to pay
8 for the activities of the National Policy Forum?

9 MR. SPAEDER: Objection.

10 BY MR. FRENKEL:

11 Q: When you were hired by the National Policy Forum
12 in or about December 1993, did you have any discussions with
13 Haley Barbour about the need to raise money for the National
14 Policy Forum from non-United States corporations?

15 MR. SPAEDER: Objection.

16 BY MR. FRENKEL:

17 Q: When you were hired by the National Policy Forum
18 on or about December of 1993, did you have any discussions
19 with other officers and directors of the National Policy
20 Forum, exclusive of Mr. Barbour, whether the National Policy
21 Forum needed to raise money for the activities of the
22 National Policy Forum from non-United States corporations?

23 MR. SPAEDER: Objection.

24 BY MR. FRENKEL:

1 Q: When you were hired by the NPF in or about
2 December 1993, did you have any conversations with Haley
3 Barbour about the need to raise money for the activities of
4 the NPF from U.S. subsidiaries of foreign corporations?

5 MR. SPAEDER: Objection.

6 BY MR. FRENKEL:

7 Q: When you were hired by the NPF on or about
8 December 1993, did you have any discussions with other
9 officers and directors of the NPF, exclusive of Mr. Barbour,
10 about the need to raise money from U.S. subsidiaries of
11 foreign corporations to fund the activities of the National

1 Policy Forum?

2 MR. SPAEDER: Objection.

3 BY MR. FRENKEL:

4 Q: Any time prior to--strike that.

5 When you were hired by the National Policy Forum
6 on or about December 1993, did you have any discussions with
7 Haley Barbour about the need for members of Congress to
8 raise money to fund the activities of the National Policy
9 Forum?

10 MR. SPAEDER: Same objection.

11 BY MR. FRENKEL:

12 Q: When you were hired by the NPF on or about
13 December 1993, did you have any discussion with other
14 officers and directors of the NPF, exclusive of Mr. Barbour,
15 about the need for members of Congress to raise money for
16 the activities of the National Policy Forum?

17 MR. SPAEDER: Same objection.

18 BY MR. FRENKEL:

19 Q: When you were hired by the NPF on or about
20 December 1993, did you have discussions with Haley Barbour
21 about the need for State and local elected officials to
22 raise money for the activities of the National Policy Forum?

23 MR. SPAEDER: Same objection.

24 BY MR. FRENKEL:

25 Q: When you were hired by the NPF, did you have

1 discussions with other officers and directors of the NPF,
2 exclusive of Mr. Barbour, about the need for State and local
3 elected officials to raise money to fund the activities of
4 the NPF?

5 MR. SPAEDER: Same objection.

6 BY MR. FRENKEL:

7 Q: Any time prior to the October 1994 loan the NPF
8 took from Signet Bank in the amount of \$2.1 million that was
9 guaranteed by the Young Brothers Development Company, did
10 you have any discussions with Haley Barbour about the need
11 for the NPF to raise money from non-U.S. citizens to fund
12 the activities of the NPF?

13 MR. SPAEDER: Same objection.

14 BY MR. FRENKEL:

15 Q: Any time prior to October 1994 and the Signet
16 loan, did you have any discussion with other officers and
17 directors of the NPF about the need to raise money to fund
18 the activities of the NPF from non-U.S. citizens?

19 MR. SPAEDER: Same objection.

20 BY MR. FRENKEL:

21 Q: Any time prior to October 1994 and the loan from
22 Signet Bank, did you have any discussions with Haley Barbour
23 about the need to raise money from non-United States
24 corporations to fund the activities of the NPF?

25 MR. SPAEDER: Same objection.

1 BY MR. FRENKEL:

2 Q: Any time prior to October 1994, did you have
3 discussions with other officers and directors of the NPF,
4 exclusive of Mr. Barbour, about the need to raise money to
5 fund the activities of the NPF from non-United States
6 corporations?

7 MR. SPAEDER: Same objection.

8 BY MR. FRENKEL:

9 Q: Any time prior to October 1994, did you have any
10 discussions with Haley Barbour about the need to raise money
11 from U.S. subsidiaries of foreign corporations to fund the
12 activities of the NPF?

13 MR. SPAEDER: Same objection.

14 BY MR. FRENKEL:

15 Q: Any time prior to October 1994, did you have
16 discussions with any other officers or directors of the
17 National Policy Forum about the need to raise money from
18 U.S. subsidiaries of foreign corporations to fund the
19 activities of the NPF?

20 MR. SPAEDER: Same objection.

21 BY MR. FRENKEL:

22 Q: Any time prior to October 1994, did you have a
23 discussion with Haley Barbour about the need for members of
24 Congress to raise money to help the activities of the
25 National Policy Forum?

(1) MR. SPAEDER: Same objection.
 (2) BY MR. FRENKEL:
 (3) Q: Any time prior to October of 1994, did you have
 (4) discussions with other officers or directors of the National
 (5) Policy Forum about the need for members of Congress to raise
 (6) money to fund the activities of the NPF?
 (7) MR. SPAEDER: Same objection.
 (8) BY MR. FRENKEL:
 (9) Q: Any time prior to October 1994, did you have
 (10) conversations with Haley Barbour about the need for State
 (11) and local elected officials to raise money to fund the
 (12) activities of the NPF?
 (13) MR. SPAEDER: Same objection.
 (14) BY MR. FRENKEL:
 (15) Q: Any time prior to October 1994, did you have
 (16) discussions with other officers and directors of the NPF
 (17) exclusive of Mr. Barbour, about the need for State and local
 (18) elected officials to fund the activities of the--to help
 (19) fund the activities of the National Policy Forum?
 (20) MR. SPAEDER: Same objection.
 (21) BY MR. FRENKEL:
 (22) Q: Can you describe what the--what fund-raising
 (23) mechanism was in place when you were hired by the NPF in
 (24) December 1993?
 (25) MR. SPAEDER: Could you clarify your question?

(1) MR. FRENKEL: Sure.
 (2) BY MR. FRENKEL:
 (3) Q: Let's start with, can you--well, strike that.
 (4) I'll come to that in a second.
 (5) What were your duties and responsibilities at the
 (6) National Policy Forum when you were hired in December 1993?
 (7) A: To run the place, I mean A to Z. The staff
 (8) reported to me and I worked with Mike Baroody and we kind of
 (9) jointly reported to Haley and to the board. As you know,
 (10) as the weeks went by, the way Mike and I worked together was
 (11) he primarily concentrated on the policy side of the house,
 (12) trying to get the first issue of Commonsense, the quarterly
 (13) journal, published, and I attended to operational details,
 (14) getting those forums organized, getting staff on board,
 (15) budgeting, and I started to review the fund-raising
 (16) situation and operation.
 (17) MR. SPAEDER: Did the reporter understand the
 (18) witness to say "forums," f-o-r-u-m-s, not "forms?"
 (19) MR. FRENKEL: I appreciate that clarification.
 (20) BY MR. FRENKEL:
 (21) Q: Did you have a title when you were hired by the
 (22) NPF?
 (23) A: Yes.
 (24) Q: What was that title?
 (25) A: Chief operating officer.

(1) Q: What were the divisions, if they were called
 (2) divisions or some other name, within the NPF that reported
 (3) to you or that you had oversight responsibility for?
 (4) A: Administration, Fund-raising--
 (5) MR. SPAEDER: Let me object to this line of
 (6) questioning, but I'll permit you to answer. They are
 (7) entitled to know a little bit about, in my judgment, the
 (8) structure, organizational structure, of the organization,
 (9) subject to my standing concern that this may be outside the
 (10) committee's investigative jurisdiction. But you may answer
 (11) the question.
 (12) THE WITNESS: Can I just continue on or do we have
 (13) to--Policy, but as I say, that--you know, I suppose,
 (14) technically, it reported to me, but at that point, at least,
 (15) it worked principally with Mike Baroody. There was an
 (16) advance staff that was charged with, you know, identifying
 (17) possible locations for forums; Publications, including the
 (18) people doing Commonsense and public affairs and that kind of
 (19) thing. There was a support staff of assistants and
 (20) receptionists, people like that. I think I've covered it.
 (21) I may be leaving something out, but--
 (22) BY MR. FRENKEL:
 (23) Q: If you recall, did Publications report--and I know
 (24) "report" may not be as formal as it sounds--to you or
 (25) principally more Mr. Baroody?

(1) A: At that point--
 (2) MR. SPAEDER: I'll object, but you may answer.
 (3) THE WITNESS: Principally to Mike.
 (4) BY MR. FRENKEL:
 (5) Q: At a later point, did you assume some more
 (6) responsibility for the publication of Commonsense, not
 (7) necessary whether you--that you sat the presses of getting
 (8) it out, but that the people were under your guidance?
 (9) A: After Mike left, after he resigned on or about the
 (10) end of July '94, it reported--everything reported to me.
 (11) But I rarely--I don't remember a single instance--I'm sorry,
 (12) with one exception, where I got involved in, you know, what
 (13) articles were published or editorial thing. It just--as
 (14) long as it got out and I could track costs, I didn't care.
 (15) I was making the trains run on time, not, you know--
 (16) Q: Did that one instance you just mentioned have
 (17) anything to do with the article or articles that Ambrous
 (18) Tung Young was going to submit to Commonsense?
 (19) A: Yes.
 (20) Q: Could you tell me what your involvement was with
 (21) Mr. Young's article?
 (22) MR. SPAEDER: Objection. You may answer.
 (23) THE WITNESS: I recall telling the editor at that
 (24) time that we wanted to publish one or two articles on the
 (25) China-Taiwan relationship and that they be submitted, you

(1) know, and I found out the time line required and that kind
 (2) of a thing. And then, secondly, I saw an early draft of his
 (3) article and commented on that, and I may have reviewed the
 (4) final copy. I don't recall.
 (5) BY MR. FRENKEL:
 (6) Q: Do you recall, was there any discussion with the
 (7) editor of Commonsense about the need to run Mr. Young's
 (8) article in what edition of Commonsense it was to appear?
 (9) MR. SPAEDER: Objection. You may answer.
 (10) THE WITNESS: Can you clarify what you mean? I
 (11) mean, did I tell him he had to run it? Is that what you're--
 (12) BY MR. FRENKEL:
 (13) Q: I guess I--not necessarily what your final
 (14) instructions, if any, were, but if you had any discussions
 (15) with the editor about the need for Mr. Young's article.
 (16) A: I don't believe I did. I don't really recall. I
 (17) told him we were going to run it and that was enough.
 (18) Q: Do you recall any discussion along the lines of
 (19) why do we need to have an article about Taiwan-U.S.
 (20) relations at this point, anything along that subject area?
 (21) A: No.
 (22) Q: You also mentioned that you may have reviewed a
 (23) draft and provided some comments on a draft. Do you know
 (24) where the comments went? Did they go back directly to Mr.
 (25) Young or did they go to the editor, whoever the editor of

(1) the piece was for Mr. Young's article to be published in
 (2) Commonsense?
 (3) MR. SPAEDER: Objection. You may answer.
 (4) THE WITNESS: As I recall, it was such an early
 (5) draft, I don't think the editor was even involved at that
 (6) point. I think it went back--my comments went back to Steve
 (7) Richards, who I believe had helped write the article.
 (8) BY MR. FRENKEL:
 (9) Q: And Mr. Richards is a cousin or nephew of Richard--
 (10) or Dick Richards, is that right?
 (11) A: I think nephew of Dick Richards.
 (12) Q: How did you come to be in possession of the early
 (13) draft of Mr. Young's article?
 (14) A: I think he faxed it to me.
 (15) Q: Mr. Young or Steve Richards?
 (16) A: Steve.
 (17) Q: Did you have any understanding about Steve
 (18) Richards' connection, if any, to Ambrous Tung Young?
 (19) A: Yes.
 (20) Q: What was your understanding?
 (21) A: That they--that the firm that he was a part of--I
 (22) assume you're going to kick me if you're objecting to
 (23) something.
 (24) MR. SPAEDER: Well, I'm going to--I want to make
 (25) this as smooth as possible. I don't like to segment the

(1) questioner's interrogation. I guess I have to object and
 (2) let you answer. Otherwise, we're going to have a poor
 (3) record. So I object and you can answer his question.
 (4) **THE WITNESS:** I'm sorry. Do that again.
 (5) **BY MR. FRENKEL:**
 (6) **Q:** I believe the question was whether you had an
 (7) understanding about Mr. Richards's connection-
 (8) **A:** Right.
 (9) **Q:** -with Ambrous Tung Young.
 (10) **MR. FRENKEL:** But let's just go off the record for
 (11) a second just so the court reporter can tell me if I'm wrong
 (12) about my recollection of my own question.
 (13) [The Reporter read back the requested portion of
 (14) the record.]
 (15) **BY MR. FRENKEL:**
 (16) **Q:** The court reporter has just refreshed all of our
 (17) recollections that the question was, what was your
 (18) understanding of the connection between Steve Richards and
 (19) Mr. Young.
 (20) **A:** That the firm that he was employed by was retained
 (21) by Young Brothers Development.
 (22) **Q:** What was your understanding, if any, of Young
 (23) Brothers Development at the time?
 (24) **MR. SPAEDER:** Objection. You may answer.
 (25) **THE WITNESS:** It was a Florida-based company that

(1) Mr. Young's family owned.
 (2) **BY MR. FRENKEL:**
 (3) **Q:** Let's just try and put a date around this. Do you
 (4) recall when you saw the early draft of Mr. Young's article?
 (5) **A:** In the summer of '94--well, you know, that's not
 (6) right.
 (7) **Q:** Let's try and ask it this way. Do you recall
 (8) whether you saw a draft of the article before NPF took out
 (9) the \$2.1 million loan from Signet Bank that had been
 (10) guaranteed by Mr. Young's company?
 (11) **MR. SPAEDER:** Objection. You may answer.
 (12) **THE WITNESS:** I really don't. If you want me to
 (13) speculate, I can, but I really don't.
 (14) **BY MR. FRENKEL:**
 (15) **Q:** What is your speculation?
 (16) **A:** I think it was later that year. I think it was
 (17) late-some time in the fourth quarter of '94 because I think
 (18) we published--it was a two-part article and I think we
 (19) published the first installment in the first quarter issue
 (20) of '95.
 (21) **Q:** During your stay at the NPF, do you recall any-
 (22) **A:** If I could--
 (23) **Q:** Sure. Were you finished with your answer?
 (24) **MR. SPAEDER:** It makes me nervous when people add
 (25) footnotes to their answers. If you want to say something, I

(1) want to know what it was.
 (2) [Witness conferring with counsel.]
 (3) **BY MR. FRENKEL:**
 (4) **Q:** You've had an opportunity to confer with Mr.
 (5) Spaeder. Would you like to continue your answer? Did you
 (6) have anything else to add?
 (7) **A:** No. That's enough.
 (8) **Q:** During your tenure at the National Policy Forum,
 (9) do you recall any other topic that received a two-part
 (10) article in Commonsense, the NPF publication?
 (11) **MR. SPAEDER:** Objection. You may answer.
 (12) **THE WITNESS:** Not specifically, but I think there
 (13) were others.
 (14) **BY MR. FRENKEL:**
 (15) **Q:** The comments that you indicated you provided on
 (16) the first draft of Mr. Young's article--do you recall what
 (17) kinds of comments you were making? In other words, were you
 (18) making sort of grammatical changes or spelling changes,
 (19) things of that nature, or something more than that?
 (20) **A:** Oh, I think it was something more than
 (21) grammatical. It was--I was not--I don't--I know I was not
 (22) happy with the tone of it, but, no, it wasn't grammatical.
 (23) It was more substantive.
 (24) **Q:** What do you recall the tone was in the first draft
 (25) with which you disagreed?

(1) **MR. SPAEDER:** Objection. You can answer.
 (2) **THE WITNESS:** I frankly don't recall the article,
 (3) but it--I mean, what the point of it was other than the
 (4) Taiwan-China--the future of the Taiwan-China relationship.
 (5) But there was something about the way Mr. Young presented
 (6) the argument that I thought may be too strident, is my best
 (7) recollection. I thought the tone--the tone of it troubled
 (8) me and I thought they ought to, you know, change that into
 (9) more diplomatic language.
 (10) **BY MR. FRENKEL:**
 (11) **Q:** When you saw the first draft of Mr. Young's
 (12) article, did it--how did that first draft--the tone of the
 (13) first draft relate to other articles that had been published
 (14) by Commonsense?
 (15) **MR. SPAEDER:** Object. You may answer.
 (16) **THE WITNESS:** I really don't know because I--as I
 (17) said earlier, I didn't concern myself a lot with
 (18) Commonsense. I mean, I was intellectually interested in it
 (19) and was--I was so busy, you know, I really didn't have time.
 (20) I was aware of other articles, like Olasky's on welfare
 (21) reform that I may have read--I tried to get the time to read
 (22) most of, but I have nothing to compare it to, really.
 (23) **BY MR. FRENKEL:**
 (24) **Q:** What, if anything, happened to the comments you
 (25) made when you sent them to Steve Young?

(1) **MR. SPAEDER:** Objection. You may answer.
 (2) **THE WITNESS:** Well, he--as far as I know, he--
 (3) **BY MR. FRENKEL:**
 (4) **Q:** Excuse me. Steve Richards. I said Steve Young.
 (5) **A:** Steve Richards. As I recall, he had pretty much
 (6) the same concerns I did, and after that I don't know what
 (7) happened, but the next draft that came back was much
 (8) improved.
 (9) **Q:** Did you have either a phone conversation or in-
 (10) person conversation with Mr. Richards to discuss the
 (11) comments you had made?
 (12) **MR. SPAEDER:** Objection. You may answer.
 (13) **THE WITNESS:** One or the other, but I don't
 (14) recall; probably a phone.
 (15) **BY MR. FRENKEL:**
 (16) **Q:** The redraft, at least the second draft that you
 (17) saw of the article that Mr. Young was writing, was that also
 (18) provided to you by Steve Richards?
 (19) **MR. SPAEDER:** Objection. You may answer.
 (20) **THE WITNESS:** You know, I don't remember. I saw
 (21) it one more time before it was published, but I don't know
 (22) if that was the second or the sixth draft.
 (23) **BY MR. FRENKEL:**
 (24) **Q:** Do you recall whether, either on the second draft
 (25) or if there were up to--I understand you don't recall what

(1) the exact number of drafts were and that's fine, but do you
 (2) recall on any subsequent draft whether you made any non-copy
 (3) editing changes to the piece, or suggestions?
 (4) **A:** I don't believe I did.
 (5) **Q:** Back to the structure of the National Policy
 (6) Forum, when you were hired in or about December 1993, do you
 (7) recall approximately how many employees were in place at the
 (8) NPF?
 (9) **MR. SPAEDER:** Objection. You may answer.
 (10) **THE WITNESS:** Give or take 20, maybe.
 (11) **BY MR. FRENKEL:**
 (12) **Q:** When you were hired in December 1993, were there
 (13) any important positions that remained open and needed to be
 (14) filled?
 (15) **MR. SPAEDER:** Same objection. You may answer.
 (16) **THE WITNESS:** I can't think of any. I think most
 (17) of the major supervisory positions were filled.
 (18) **BY MR. FRENKEL:**
 (19) **Q:** When you were hired at the NPF, did you have any
 (20) understanding that you and the NPF were going to need to
 (21) hire additional people to accomplish the tasks of the NPF?
 (22) **MR. SPAEDER:** Objection. You may answer.
 (23) **THE WITNESS:** Oh, yes. I mean, it was apparent to
 (24) me that we were going to have to substantially ramp up the
 (25) organization to get the job done within the time frame Haley

(1) had in mind.
 (2) **BY MR. FRENKEL:**
 (3) Q: What was the time frame Mr. Barbour had in mind,
 (4) if you recall?
 (5) **MR. SPAEDER:** Objection. You may answer.
 (6) **THE WITNESS:** He wanted a solid record of-that
 (7) was based on these forums having been held around the
 (8) country, and his target was, I think, in the range of 75 to
 (9) 100 of them by late spring in order that that record be
 (10) reviewed and the policy councils be-you know, have that
 (11) record in order to turn out the report that-the deadline
 (12) for which was late July.
 (13) **BY MR. FRENKEL:**
 (14) Q: Do you have any recollection whether, within the
 (15) NPF, either in the time, say, between January '94 and April
 (16) '94 or some subsequent time, that effort to produce 75 to
 (17) 100 forums was called forum frenzy?
 (18) **MR. SPAEDER:** Objection. You may answer the
 (19) "forum frenzy" question.
 (20) **THE WITNESS:** Yes, I recall that.
 (21) **BY MR. FRENKEL:**
 (22) Q: Do you recall who, if anyone, developed that-or
 (23) initiated, coined the term at the NPF?
 (24) **MR. SPAEDER:** Objection. You may answer.
 (25) **THE WITNESS:** I don't recall. There was a staff,

(1) you know, thing. I mean, that's how the staff referred to
 (2) it.
 (3) **BY MR. FRENKEL:**
 (4) Q: Did you have any understanding as to what the cost
 (5) would be to the NPF of holding 75 to 100 policy forums by
 (6) late spring, or by spring 1994?
 (7) **MR. SPAEDER:** Objection. You may answer.
 (8) **THE WITNESS:** Well, after I was there for a while,
 (9) you know, four or six weeks, and got my hands around the
 (10) operation and realized-you know, as I got into it, I was
 (11) better able to project cost and budgets. So, yes, there
 (12) came a point in time, you know-I don't know, maybe February
 (13) or early March where I-you know, I don't recall the figure,
 (14) but I had my hands around about what a forum could cost and
 (15) I could budget them. But they all varied, you know, because
 (16) of location and size.
 (17) **BY MR. FRENKEL:**
 (18) Q: Did you develop at some point, prior to the end of
 (19) the forums being completed, a rough estimate of the total
 (20) cost of the forums for that quarter, that quarter being
 (21) January '94 and ending in-well, it's extended beyond a
 (22) quarter to April of '94.
 (23) **MR. SPAEDER:** Objection. You may answer is you
 (24) can intelligently respond to the question.
 (25) **THE WITNESS:** That's always a challenge. It was a

(1) movable target. Overall, I mean reality imposed itself and
 (2) the resources of the staff and the time available, you know,
 (3) indicated that we couldn't accomplish 100. Even 75 was a
 (4) reach and, as I said, they all varied as to cost, so there
 (5) wasn't a hard budget that I was up against.
 (6) My challenge was to spend the least possible to
 (7) get the most done, but I don't-there was not a point in
 (8) time that I can recall where I realized, okay, this whole
 (9) thing is going to cost \$2 million, you know.
 (10) **BY MR. FRENKEL:**
 (11) Q: Did you have any understanding from Mr. Barbour
 (12) why it was necessary or why it was Mr. Barbour's wish to
 (13) have the NPF start the forum frenzy process to hold a series
 (14) of between 75 to 100 forums by the end of the spring 1994?
 (15) **MR. SPAEDER:** I object. I'm not sure that the
 (16) witness said that it was Mr. Barbour's term to use "forum
 (17) frenzy." Perhaps you could rephrase the question.
 (18) **MR. FRENKEL:** Sure, and you are correct. I
 (19) believe Mr. Denning has not testified that that was Mr.
 (20) Barbour's term, but rather it was a staff term. I agree
 (21) with that, Mr. Spaeder.
 (22) **BY MR. FRENKEL:**
 (23) Q: Do you recall why Mr. Barbour indicated to you
 (24) that Mr. Barbour felt it was necessary for the NPF to
 (25) conduct this increasing number of forums between the time

(1) you were hired and the end of April 1994.
 (2) **MR. SPAEDER:** Object. You may answer.
 (3) **THE WITNESS:** Well, from the start, it was not-
 (4) that wasn't the goal. The product was the goal. The
 (5) product was that Listening to America report, which before I
 (6) arrived had a publication-anticipated publication date of
 (7) the end of July '94. And as I said earlier, the reason I
 (8) was recruited was because they were behind the curve in
 (9) holding those forums. So when I arrived in January '94, I
 (10) had to do catch-up to get the body of input of-that the
 (11) forums produced finished in time for the policy councils to
 (12) then take that and do the writing and produce the document.
 (13) That's what drove the train more than anything.
 (14) **BY MR. FRENKEL:**
 (15) Q: Did you have any discussions with Mr. Barbour
 (16) within the first several weeks you were hired, or whatever
 (17) period of time you needed to get an understanding of the
 (18) operations of the NPF, about delaying the publication of
 (19) the-I forget exactly the name of the publication.
 (20) A: Listening-
 (21) Q: Listening to America.
 (22) **MR. SPAEDER:** Objection, but you may answer.
 (23) **THE WITNESS:** No, it was never considered, nor
 (24) recommended.
 (25) **BY MR. FRENKEL:**

(1) Q: Why didn't you recommend it, if you recall? Why
 (2) did that subject not come up?
 (3) **MR. SPAEDER:** Objection. You may answer.
 (4) **THE WITNESS:** It never came up.
 (5) **BY MR. FRENKEL:**
 (6) Q: Did you have any understanding that the
 (7) publication, Listening to America, was intended to have some
 (8) influence in the-or some use in the 1994 general election
 (9) in November?
 (10) **MR. SPAEDER:** Objection, and I think the way that
 (11) question is phrased, I have to instruct you not to answer.
 (12) That seems to be on its face related to something other than
 (13) the 1996 federal election campaign. So I'm going to ask you
 (14) not to respond to that.
 (15) **MR. FRENKEL:** Just as a clarification, Mr.
 (16) Spaeder, some in the committee, or maybe the committee as a
 (17) whole-I'm not going to represent that I speak for the
 (18) committee as a whole-have interpreted the resolution to
 (19) include the entire 1996 election cycle, which goes back to
 (20) the beginning of 1993, and would thus include the 1994-I
 (21) guess you could call them mid-term elections, as they're
 (22) often referred to.
 (23) You are not under oath, obviously. I guess my
 (24) only question to you is, if that would be the scope of the
 (25) committee's jurisdiction, would you still maintain the

(1) instruction not to answer?
 (2) **MR. SPAEDER:** I really can't answer a
 (3) hypothetical. I have read the resolution and tried to make
 (4) an honest legal judgment about what it embraces. It seems
 (5) to me that, as enacted by the committee and approved by the
 (6) Congress, it's clearly the election cycle beginning in
 (7) November of 1996. Obviously, we could revisit this issue if
 (8) the committee clarifies its position.
 (9) **MR. PERRY:** And let me just note for the record
 (10) that I believe that the process by which the committee will
 (11) consider the issues that are now arising will be undertaken
 (12) in the coming weeks after briefs are submitted, et cetera.
 (13) **MS. ROSENBERG:** After what?
 (14) **MR. PERRY:** Briefs by certain parties that are
 (15) prepared are submitted on these issues.
 (16) **MR. FRENKEL:** I'll just rephrase the question and
 (17) if you want to object again, you're certainly free to do so.
 (18) **BY MR. FRENKEL:**
 (19) Q: Did you have any understanding that the July '94
 (20) publication date of Listening to America was important
 (21) because of the possible role that publication would play in
 (22) the 1994 mid-term elections?
 (23) **MR. SPAEDER:** Object. I instruct you not to
 (24) answer.
 (25) **BY MR. FRENKEL:**

(1) Q: What fund-raising mechanisms were in place-I
(2) guess we'll start with the structure of the fund-raising
(3) department or division, or whatever the appropriate would
(4) be-at the NPF when you arrived in December 1993?

(5) MR. SPAEDER: I object. I'll permit him to answer
(6) some preliminary questions about the fund-raising component,
(7) if one existed.

(8) THE WITNESS: There was a fund-raiser on staff and
(9) she had an assistant that changed over time, but there were
(10) basically two people and they-that was their job, was to
(11) help raise money for NPF.

(12) BY MR. FRENKEL:

(13) Q: As you're sitting here, do you recall the names of
(14) those two individuals when you started in December '93?

(15) A: Yes.

(16) Q: Please give us the names.

(17) A: Kelly Guesnier was the Director of Development. I
(18) think was the title. And I really don't recall who her
(19) assistant was initially. Later on, Heather El Haj assisted
(20) Kelly. That was it.

(21) Q: As the chief operating officer of NPF, were you to
(22) have any personal responsibility for raising funds to help
(23) fund NPF?

(24) A: No, no.

(25) Q: Other than Ms. Guesnier and her assistant, was

(1) anyone else at the NPF tasked with the job of soliciting
(2) funds to fund the NPF?

(3) MR. SPAEDER: I object, but he can answer. You're
(4) talking about these fund-raising component employees that
(5) you've been asking about?

(6) MR. FRENKEL: Yes. My question is if anyone other
(7) than the two individuals he has identified, Ms. Guesnier and
(8) her associate, who apparently changed over time-it started
(9) out being Ms. Al Haj-whether anyone else at the NPF had the
(10) responsibility for soliciting contributions to the NPF.

(11) THE WITNESS: No, no one else had responsibility.

(12) BY MR. FRENKEL:

(13) Q: Do you know whether anyone on the board of
(14) directors at the NPF had any responsibility for raising
(15) funds for the activities of the NPF?

(16) MR. SPAEDER: Objection. You may answer, if you
(17) know.

(18) THE WITNESS: Lee Brown, who was a member of the
(19) board, was-I've forgotten the title, but the director-I
(20) guess Finance Chairman is the title, and Haley as chairman
(21) was the-as chairman of the board was the one that worked
(22) most closely with my staff and with Lee Brown, the fund-
(23) raiser.

(24) BY MR. FRENKEL:

(25) Q: Do you have any understanding what Mr. Barbour's

(1) role was in fund-raising for the NPF?

(2) MR. SPAEDER: Object. You may answer.

(3) THE WITNESS: Haley did most of the fund-raising.

(4) BY MR. FRENKEL:

(5) Q: Do you know whether-he personally did the fund-
(6) raising, is that correct?

(7) A: I believe so.

(8) Q: Can you describe the process, to the extent it
(9) existed, where you as chief operating officer would receive
(10) reports about how well fund-raisers were doing in their
(11) work?

(12) MR. SPAEDER: What is the time frame of your
(13) question, counsel?

(14) BY MR. FRENKEL:

(15) Q: Let's start with the process in place when you got
(16) there, December 1993, before you would have had an
(17) opportunity to make any changes to any existing structure
(18) that was there.

(19) MR. SPAEDER: I'm going to object and instruct the
(20) witness not to respond to any fund-raising questions beyond
(21) the general configuration of the organization prior to the
(22) 1996 election cycle. So you should not answer that
(23) question.

(24) BY MR. FRENKEL:

(25) Q: Can you describe any changes you made to the

(1) system in place when you arrived in December 1993 at the NPF
(2) which you made to get the information you felt you needed to
(3) have as chief operating officer relating to the fund-raising
(4) activities of the NPF?

(5) MR. SPAEDER: Objection. I instruct you not to
(6) answer.

(7) BY MR. FRENKEL:

(8) Q: Did there come a time at your stay at the NPF
(9) where you felt that changes needed to be made to the fund-
(10) raising structure of the NPF?

(11) MR. SPAEDER: Objection. Same instruction.

(12) BY MR. FRENKEL:

(13) Q: Did there come a time where you-during your
(14) tenure at the NPF where you had discussions with Haley
(15) Barbour about the need to change the fund-raising structure
(16) of the NPF?

(17) MR. SPAEDER: Objection. Same instruction.

(18) BY MR. FRENKEL:

(19) Q: Did there come a time during your tenure at the
(20) NPF where you had discussions with other officers and
(21) directors of the NPF about the need to change the fund-
(22) raising structure of the NPF?

(23) MR. SPAEDER: Objection. Same instruction.

(24) BY MR. FRENKEL:

(25) Q: Did there come a time during your tenure at the

(1) NPF where you had discussions with Haley Barbour about the
(2) need to change the system by which you as chief operating
(3) officer got information relevant to the fund-raising of the
(4) NPF?

(5) MR. SPAEDER: Objection. Same instruction. Now,

(6) I take it that your question embraces the entire time period
(7) that he was chief operating officer-

(8) MR. FRENKEL: Yes, sir. It's during his-

(9) MR. SPAEDER: -which, according to my
(10) interpretation, would be both pre-election cycle and post-
(11) election cycle?

(12) MR. FRENKEL: Yes, sir. It's any time-at this
(13) point, it's any time between December 1993 when he was hired
(14) and the time he left.

(15) MR. SPAEDER: Same instruction, same objection.

(16) MR. FRENKEL: Could you just read back my last
(17) question, please?

(18) [The Reporter read back the requested portion of
(19) the record.]

(20) MR. SPAEDER: Is that the pending question?

(21) MR. FRENKEL: I believe you've objected to the
(22) pending question. I just had to get it back in my head what
(23) I had started with. I assume the objection stands, Mr.
(24) Spaeder.

(25) MR. SPAEDER: Yes, sir.

(1) BY MR. FRENKEL:

(2) Q: Did there come a time during your tenure at the
(3) NPF where you had discussions with other officers and
(4) directors of the NPF, exclusive of Mr. Barbour, about the
(5) need to change the way information was received by you as
(6) chief operating officer relevant to the financial condition
(7) of the NPF?

(8) MR. SPAEDER: Same objection, same instruction.

(9) And I am interpreting fund-raising here to exclude the loan
(10) guarantee to Signet by the Young Brothers Development
(11) Corporation in Florida.

(12) MR. FRENKEL: Yes, sir, that's a fair
(13) interpretation of the question.

(14) BY MR. FRENKEL:

(15) Q: Did there come a time during your tenure at the
(16) NPF where you, as chief operating officer, had discussions
(17) with the individuals in the Development Division about the
(18) need to change the way you received information about the
(19) fund-raising activities of the NPF?

(20) MR. SPAEDER: Same objection and instruction.

(21) BY MR. FRENKEL:

(22) Q: Did there come a time during your tenure at the
(23) NPF where you had discussions with Haley Barbour about the
(24) performance of the Development Division of the NPF?

(25) MR. SPAEDER: Same objection and instruction.

(1) BY MR. FRENKEL:
 (2) Q: Did there come a time during your tenure at the
 (3) NPF where you had discussions with other officers and
 (4) directors of the NPF, exclusive of Mr. Barbour, about the
 (5) need to change the activities of the Development Division?
 (6) MR. SPAEDER: Same objection and instruction.
 (7) BY MR. FRENKEL:
 (8) Q: Did there come a time during your tenure at the
 (9) NPF where you had discussions with the Development Division
 (10) about the need to raise money from non-United States
 (11) citizens to fund the activities of the NPF?
 (12) MR. SPAEDER: Same objection and instruction.
 (13) BY MR. FRENKEL:
 (14) Q: Did there come a time during your tenure at the
 (15) NPF where you had discussions with individuals employed in
 (16) the Development Division of the NPF-where you had a
 (17) discussion concerning the need to raise funds for the
 (18) activities of the NPF from non-United States corporations?
 (19) MR. SPAEDER: Same objection and instruction.
 (20) BY MR. FRENKEL:
 (21) Q: Did there come a time during your tenure at the
 (22) NPF where you had discussions with the Development Division
 (23) of the need to raise money for the activities of the NPF
 (24) from U.S. subsidiaries of a foreign corporation?
 (25) MR. SPAEDER: Same objection and instruction.

(1) BY MR. FRENKEL:
 (2) Q: Did there come a time during your tenure at the
 (3) NPF where you had discussions with the staff of the
 (4) Development Division about the need for members of Congress
 (5) to raise money to fund the activities of the NPF?
 (6) MR. SPAEDER: Same objection and instruction.
 (7) BY MR. FRENKEL:
 (8) Q: Did there come a time during your tenure at the
 (9) NPF where you had discussion with members of the Development
 (10) Division about the need for State or local elected officials
 (11) to raise funds for the activities of the NPF?
 (12) MR. SPAEDER: Same objection and instruction.
 (13) BY MR. FRENKEL:
 (14) Q: Mr. Denning, following the Signet loan NPF
 (15) received in October 1994, did you have any discussions with
 (16) Haley Barbour about the need to change the fund-raising or
 (17) development operations at the NPF?
 (18) MR. SPAEDER: Object. You may answer that. If
 (19) you'd like the reporter to read it back-
 (20) THE WITNESS: No, that's fine. No.
 (21) BY MR. FRENKEL:
 (22) Q: Following the October 1994 loan from Signet Bank,
 (23) did you have discussions with other officers and directors
 (24) of the NPF about the need to change the fund-raising
 (25) activities of the Development Department of the NPF?

(1) A: I'm sorry. My mind went off to--could you read
 (2) that again, please?
 (3) [The Reporter read back the requested portion of
 (4) the record.]
 (5) MR. SPAEDER: I object, but I indicated you could
 (6) answer.
 (7) THE WITNESS: Yes.
 (8) BY MR. FRENKEL:
 (9) Q: With whom did you have those discussions, if you
 (10) recall?
 (11) A: I think-I don't really recall, but I think with
 (12) Scott Reed if-can I explain the circumstances?
 (13) MR. SPAEDER: Well, why don't you have her read
 (14) back the question, first of all, and we'll get where we are?
 (15) [The Reporter read back the requested portion of
 (16) the record.]
 (17) MR. FRENKEL: Do you want to stay off the record
 (18) or do you want to go on?
 (19) MR. SPAEDER: Stay off the record.
 (20) [Discussion off the record.]
 (21) MR. SPAEDER: We'll go back on the record and let
 (22) the witness answer. This is subject to my objection, but
 (23) I'm permitting him to answer.
 (24) THE WITNESS: At some point in time after the loan
 (25) guarantee had been completed and the transaction was

(1) complete, funds had been transferred, et cetera, at some
 (2) point in the fall, Ms. Guesnier announced that she intended
 (3) to resign, and the discussions I remember were about who
 (4) should replace her and what kind of fund-raising operation
 (5) NPF might construct to keep going on.
 (6) BY MR. FRENKEL:
 (7) Q: And I know I--sorry--were you done?
 (8) A: Yes.
 (9) Q: I know I indicated we would take a break after the
 (10) question, but if I recall, the question was with whom you
 (11) had the discussions.
 (12) A: I believe Scott Reed. There may have been some
 (13) internal discussions when I was casting about for
 (14) candidates. That's what I recall about it.
 (15) Q: Do you recall specifically anyone other than Mr.
 (16) Reed with whom you discussed this topic?
 (17) A: I don't recall. There could have been others, but
 (18) that's--there probably were others.
 (19) Q: Who do you think probably you might have had the
 (20) conversations with?
 (21) MR. SPAEDER: I object, but you can answer.
 (22) THE WITNESS: I don't recall talking to Haley
 (23) about this, although I could have, and I don't--there's
 (24) nobody that jumps to mind on staff that I would have
 (25) counseled with other than, you know, "do you know anybody"

(1) kind of questions. You know, I was looking for somebody
 (2) competent to just continue what they were doing because, as
 (3) I viewed my--the kind of division of labor was Haley did
 (4) most of the fund-raising and my job was to provide the staff
 (5) that supported that effort, not to do it. I didn't view
 (6) myself as responsible for it.
 (7) MR. FRENKEL: Would you like to take a break now?
 (8) MR. SPAEDER: Yes. Off the record.
 (9) [Recess.]
 (10) BY MR. FRENKEL:
 (11) Q: Mr. Denning, right before we took the break, you
 (12) had mentioned a conversation or conversations you might have
 (13) had with Scott Reed about the need to change the fund-
 (14) raising activities of the NPF. When was the first such
 (15) conversation you had with Mr. Reed?
 (16) A: On that subject?
 (17) Q: Yes, sir, on that subject.
 (18) A: I don't recall, really, but it could have been as
 (19) early as the spring of '94.
 (20) Q: That was prior to, then, the October 1994 loan
 (21) from Signet Bank?
 (22) A: It was.
 (23) Q: Do you recall the substance of your conversation
 (24) with Mr. Reed at that first conversation?
 (25) MR. SPAEDER: I object and instruct the witness

(1) not to answer concerning matters that transpired prior to
 (2) November of 1994 unless it relates to the Ambrous Young loan
 (3) guarantee subject matter.
 (4) BY MR. FRENKEL:
 (5) Q: Following the first conversation you had with Mr.
 (6) Reed in the spring of 1994, were any changes made to the
 (7) operations of the fund-raising or Development Division of
 (8) the NPF?
 (9) MR. SPAEDER: I instruct you not to answer unless
 (10) the answer would relate to events after November 1994.
 (11) THE WITNESS: No changes were made until after--
 (12) when Guesnier resigned and we changed personnel.
 (13) BY MR. FRENKEL:
 (14) Q: Do you recall when Ms. Guesnier resigned?
 (15) A: I don't, but I could speculate around December 1st
 (16) or so. It could have been a month earlier or it could have
 (17) been a month later.
 (18) Q: Some time between November '94 and January '95,
 (19) somewhere in that range?
 (20) A: That's right.
 (21) Q: Did Ms. Guesnier leave voluntarily or did you or
 (22) others at the NPF make a suggestion that she find other
 (23) employment?
 (24) A: She left voluntarily.
 (25) Q: In the conversation you had with Mr. Reed--well,

(1) let me back up one second. Was Mr. Reed--at the time you
(2) had the first conversation with him relating to fund-raising
(3) for the NPF, was he an employee of the NPF?

(4) **MR. SPAEDER:** Objection, and I instruct you to
(5) confine any answer you give to events after November of
(6) 1994. Are you able to answer that question with that
(7) limitation?

(8) **THE WITNESS:** Yes. He was not an employee of NPF.
(9) **BY MR. FRENKEL:**

(10) **Q:** Any time after November of 1994, was Mr. Reed--to
(11) your knowledge, was Mr. Reed an employee of the NPF?

(12) **A:** No.

(13) **Q:** Prior to November 1994, was Mr. Reed on the board
(14) of directors of NPF?

(15) **MR. SPAEDER:** Objection. You can answer.

(16) **THE WITNESS:** No.

(17) **BY MR. FRENKEL:**

(18) **Q:** Any time after November 1994, to your knowledge,
(19) was Mr. Reed ever on the board of directors of the NPF?

(20) **A:** No.

(21) **Q:** Do you know where Mr. Reed was employed when you
(22) had that conversation with him in the spring of 1994?

(23) **A:** Yes.

(24) **Q:** Where was he employed?

(25) **MR. SPAEDER:** Objection. You can answer. You're

(1) getting ahead of me on my objections. Give me a beat or two
(2) to state my objection, but you can answer that predicate
(3) question.

(4) **BY MR. FRENKEL:**

(5) **Q:** I believe the question was where was Mr. Reed
(6) employed?

(7) **A:** At the RNC.

(8) **Q:** Do you know what his job title was there, if you
(9) know?

(10) **MR. SPAEDER:** Objection. You can answer.

(11) **THE WITNESS:** I believe it was Chief of Staff.

(12) I'm not sure, but it was, in effect--

(13) **BY MR. FRENKEL:**

(14) **Q:** Chief of Staff to the Chairman, who was Haley
(15) Barbour, is that correct?

(16) **A:** That's correct.

(17) **Q:** Why were you having a conversation with Mr. Reed,
(18) who was an employee of the RNC, but not of the NPF, about
(19) the fund-raising activities of the NPF?

(20) **MR. SPAEDER:** Objection. Can I confer with him
(21) for a moment?

(22) [Counsel conferring with witness.]

(23) **MR. SPAEDER:** I will permit him to answer this
(24) question, and I think we're gravitating toward the area
(25) which I consider to be out of bounds. But I want to be fair

(1) to minority staff, so I'll let you come up to the fringes of
(2) the forbidden area. For that reason, I'll let him answer,
(3) subject to my objection.

(4) **BY MR. FRENKEL:**

(5) **Q:** Do you recall the question, sir?

(6) **A:** Yes. Haley was busy and Scott was his--I don't
(7) know what the term would be, but a delegate, I guess, in
(8) terms of day-to-day requirements that I had he would ask
(9) questions on or whatever. But the main reason I interacted
(10) was because I had an ongoing need to meet operations budgets
(11) for cash and, at least every two weeks, a payroll, and so
(12) I'd have conversations with Scott about what my cash
(13) projection was. And I had to go to them for the loans to
(14) the extent fund-raising wasn't sufficient.

(15) **Q:** Why did you need to go--let me back up a second.
(16) In your last answer, "go to them," is the "them" the RNC?

(17) **MR. SPAEDER:** Objection. You may answer.

(18) **THE WITNESS:** Yes.

(19) **BY MR. FRENKEL:**

(20) **Q:** Why was it your judgment that the RNC needed to be
(21) informed about the financial condition of the NPF? You
(22) mentioned your payroll needs and things like that. Why was
(23) that a concern to the RNC as far as you understand?

(24) **MR. SPAEDER:** Objection. You may answer.

(25) **THE WITNESS:** It wasn't a concern to the RNC. It

(1) was a concern to Haley as chairman of NPF, and to
(2) communicate that in the interest of efficiency and time
(3) Scott was there as someone I could lay my requirement in
(4) front of, and he in turn communicated that to Haley, who
(5) made the decision.

(6) **BY MR. FRENKEL:**

(7) **Q:** If Mr. Reed was not available--and this assumes
(8) Mr. Barbour also is not available--was there anyone else at
(9) the RNC that you would pass on a request to that you wanted
(10) to get to Mr. Barbour?

(11) **MR. SPAEDER:** Objection. You may answer.

(12) **THE WITNESS:** I don't recall such an instance.

(13) **BY MR. FRENKEL:**

(14) **Q:** When you would make requests to Mr. Reed, was it--
(15) and I think you have testified to this--was it your
(16) intention that that request made to Mr. Reed would then get
(17) transmitted to Mr. Barber?

(18) **MR. SPAEDER:** Objection. You may answer.

(19) **THE WITNESS:** Yes.

(20) **BY MR. FRENKEL:**

(21) **Q:** When you would get a response to your request,
(22) would that response typically come directly from Mr.
(23) Barbour?

(24) **MR. SPAEDER:** Objection. You may answer.

(25) **THE WITNESS:** I'm stumbling over the word--your

(1) use of the word "typically." It varied. Sometimes--

(2) **BY MR. FRENKEL:**

(3) **Q:** Sometimes, would the response back also come from
(4) Mr. Reed?

(5) **A:** Yes.

(6) **Q:** Would it come--sometimes, would the response come
(7) from others who worked for Mr. Reed?

(8) **MR. SPAEDER:** Object. You may answer.

(9) **THE WITNESS:** No.

(10) **BY MR. FRENKEL:**

(11) **Q:** Other than Mr. Barbour or Mr. Reed, did a response
(12) come back from anyone else?

(13) **MR. SPAEDER:** Object. You may answer.

(14) **THE WITNESS:** No.

(15) **BY MR. FRENKEL:**

(16) **Q:** During your tenure at the NPF, did you have any
(17) discussions with individuals at the RNC other than Haley
(18) Barbour about the fund-raising activities of the NPF?

(19) **MR. SPAEDER:** You're including the entire tenure?

(20) **MR. FRENKEL:** Yes, sir, the entire tenure.

(21) **MR. SPAEDER:** I object and instruct the witness

(22) not to answer.

(23) **MR. FRENKEL:** Maybe we'll bifurcate, which will
(24) also make the objections easier, too.

(25) **BY MR. FRENKEL:**

(1) **Q:** Any time prior to the Signet loan in October 1994,
(2) did you have discussions with anyone at the RNC about the
(3) fund-raising activities of the NPF?

(4) **MR. SPAEDER:** Object. Please don't answer.

(5) **BY MR. FRENKEL:**

(6) **Q:** At any time prior to obtaining the Signet loan in
(7) October 1994, did you have discussions with anyone at the
(8) RNC other than Haley Barbour about the need to--or proposal
(9) to raise money for the activities of the NPF from non-U.S.
(10) citizens?

(11) **MR. SPAEDER:** Object. I instruct him not to
(12) answer, although that sounds remarkably similar to a
(13) previous question that may have been asked and already
(14) objected to.

(15) **MR. FRENKEL:** Yes, I believe it is essentially the
(16) same series of questions. I don't believe I actually asked
(17) about the RNC specifically, but that is the--it is the same
(18) series of questions, as best as I recall them, that will be
(19) asked here.

(20) **MR. SPAEDER:** All right.

(21) **BY MR. FRENKEL:**

(22) **Q:** Did you have any--prior to October 1994 and
(23) obtaining the Signet loan, did you have any discussions with
(24) anyone at the RNC other than Haley Barbour about a need or
(25) proposal to raise money for the activities of the NPF from

[1] non-U.S. corporations?
 [2] MR. SPAEDER: Objection. Same instruction.
 [3] BY MR. FRENKEL:
 [4] Q: During the time period prior to October 1994, did
 [5] you have conversations with anyone at the RNC other than
 [6] Haley Barbour about the need or proposal to raise money for
 [7] the activities of the NPF from the U.S. subsidiary of a non-
 [8] United States corporation?
 [9] MR. SPAEDER: Objection. Same instruction.
 [10] BY MR. FRENKEL:
 [11] Q: Prior to October 1994, did you have any
 [12] conversations with anyone at the RNC other than Haley
 [13] Barbour about the need or proposal to have members of
 [14] Congress raise funds for the activities of the NPF?
 [15] MR. SPAEDER: Objection. Same instruction.
 [16] BY MR. FRENKEL:
 [17] Q: Prior to October 1994, did you have discussions
 [18] with anyone at the RNC other than Haley Barbour about the
 [19] appropriateness of members of Congress raising funds for the
 [20] activities of the NPF?
 [21] MR. SPAEDER: Objection. Same instruction.
 [22] BY MR. FRENKEL:
 [23] Q: Prior to October 1994, did you have a discussion
 [24] with anyone at the RNC other than Haley Barbour about the
 [25] appropriateness of raising money from non-United States

[1] citizens-
 [2] MR. SPAEDER: Objection. Same instruction.
 [3] MR. FRENKEL: I'm sorry. I'm going to add to it,
 [4] but I understand what the response will be. I'll combine
 [5] them.
 [6] BY MR. FRENKEL:
 [7] Q: Foreign corporations or United States subsidiaries
 [8] of foreign corporations.
 [9] MR. SPAEDER: Objection. Same instruction.
 [10] BY MR. FRENKEL:
 [11] Q: Prior to October 1994, did you have discussions
 [12] with anyone at the RNC other than Haley Barbour about the
 [13] need for or proposal to have elected State or local
 [14] officials raise money to fund the activities of the NPF?
 [15] MR. SPAEDER: Objection. Same instruction.
 [16] BY MR. FRENKEL:
 [17] Q: Prior to October 1994, did you have discussions
 [18] with anyone at the RNC other than Haley Barbour about the
 [19] appropriateness of elected officials, either State or local,
 [20] raising money for the activities of the NPF?
 [21] MR. SPAEDER: Objection. Same instruction.
 [22] BY MR. FRENKEL:
 [23] Q: Following the receipt of the \$2.1 million Signet
 [24] loan in October of 1994--strike that.
 [25] Prior to October 1994, are you aware of anyone

[1] else at the National Policy Forum who had discussions with
 [2] anyone at the RNC other than Haley Barbour about the range
 [3] of questions Mr. Spaeder has objected to, for shorthand,
 [4] meaning raising money for the NPF from non-United States
 [5] citizens, non-United States corporations, U.S. subsidiaries
 [6] of foreign corporations, members of Congress, and/or State
 [7] and local elected officials?
 [8] MR. SPAEDER: Object. Same instruction.
 [9] BY MR. FRENKEL:
 [10] Q: After the receipt of the Signet loan, the \$2.1
 [11] million Signet loan in October 1994, did you have
 [12] conversations with anyone at the RNC about the fund-raising
 [13] activities of the NPF?
 [14] [Pause.]
 [15] MR. FRENKEL: I think your witness is waiting to
 [16] see if you object.
 [17] MR. SPAEDER: This is within the--if I understand
 [18] his question, he's talking about events within the 1996
 [19] federal election campaign cycle.
 [20] THE WITNESS: So--
 [21] MR. SPAEDER: So you can answer the question if
 [22] there's a response, an answer to give.
 [23] THE WITNESS: Yes, I did.
 [24] BY MR. FRENKEL:
 [25] Q: With whom did you have those conversations?

[1] A: With Ms. Guesnier's replacements; with Haley, I
 [2] believe; possibly with--
 [3] MR. SPAEDER: Was your question limited to the
 [4] RNC?
 [5] MR. FRENKEL: Yes, it was.
 [6] MR. SPAEDER: Okay.
 [7] THE WITNESS: Oh, I'm sorry.
 [8] MR. SPAEDER: You have to listen to the question.
 [9] THE WITNESS: With Haley. Well, we're in a
 [10] technicality here. You know, which hat did he have on? He
 [11] had his--when I talked to him, he had his NPF hat on, not
 [12] his chairman of the RNC hat. Possibly, Scott Reed. I don't
 [13] recall.
 [14] BY MR. FRENKEL:
 [15] Q: Do you recall whether there were any conversations
 [16] after October 1994 about the fund-raising or financial
 [17] condition of the NPF with anyone at the RNC other than Mr.
 [18] Barbour or Mr. Reed?
 [19] A: There were not, to my knowledge.
 [20] Q: Would you know, or would you have been in a
 [21] position to know if others on your staff or others at the
 [22] NPF would have had those conversations after October 1994
 [23] with anyone at the RNC, including Mr. Barbour or Mr. Reed?
 [24] A: The fund-raising staff may have had conversations
 [25] that I'm not aware of, but I don't recall anything in

[1] particular.
 [2] Q: Who do you recall replaced Ms. Guesnier?
 [3] A: There were two individuals, Diane Harrison, and
 [4] she reported to Grace--I believe it was Wieggers. I'm not
 [5] sure of that, and I think she subsequently got married and
 [6] her name may have changed.
 [7] Q: Did you hire Ms. Harrison and/or Ms. Wieggers?
 [8] A: Well, this was right in the transition, as I
 [9] recall. I believe I did, but it was after Mr. Bolton had
 [10] joined NPF and I was in the process of phasing out, but I
 [11] think the actual decision was made prior to his arrival or
 [12] concurrent with it.
 [13] Q: And if a decision were made either prior to his
 [14] arrival or concurrent with it, is it likely that you made
 [15] the final decision about whom to hire?
 [16] A: Well, as I recall, it was probably more concurrent
 [17] because I think I did all the initial work. But he had
 [18] arrived by the time, you know, the offer was being made and
 [19] I think I briefed him on it and he had final sign-off at
 [20] that point.
 [21] Q: In that prior answer, you just testified that you
 [22] did the initial work on their candidacies, for lack of a
 [23] better word. What did you mean by that? What was involved
 [24] in doing the initial work?
 [25] A: Well, making a judgment as to their

[1] qualifications, a judgment as to how successful I thought
 [2] they might be, what their compensation would look like; you
 [3] know, the standard things you go through.
 [4] Q: When you were involved in that process leading up
 [5] to the hiring of these individuals, did you have a target
 [6] fund-raising goal in mind for what the NPF would need over a
 [7] certain future period, whatever that period was?
 [8] MR. SPAEDER: I've lost my frame of reference on
 [9] the time line here.
 [10] MR. FRENKEL: Sure. I believe--and correct me if
 [11] I'm wrong--I believe that Ms. Guesnier left somewhere
 [12] between November of '94 and January of 1995, and I'm talking
 [13] about the period in which Mr. Denning was involved in
 [14] finding a replacement for Ms. Guesnier. I guess, to be
 [15] fair, we haven't really established exactly when that is,
 [16] but that's the period of time I'm asking.
 [17] MR. SPAEDER: To the extent that your answer would
 [18] require that you testify about events before November of
 [19] 1994, I object and instruct you to confine your answer to
 [20] events occurring after November of 1994.
 [21] THE WITNESS: There were such discussions. I
 [22] don't recall them in detail, except that--well, that's one
 [23] predicate. The other would be that the scale and nature of
 [24] NPF's 1995 operations were somewhat up in the air as to, you
 [25] know--and because they were up in the air, what the budget

(1) might be was equally fluid, though one constant, however,
(2) was the need to service the Signet loan. And so that was in
(3) the equation and, you know, the ongoing operation
(4) requirement the organization had. So there was a figure. I
(5) remember discussing a figure, but I don't recall. That's
(6) about what I recall about it.

(7) **BY MR. FRENKEL:**

(8) **Q:** Do you have any recall either of the specific
(9) figure or the general range of the figure that you just
(10) mentioned in your last answer?

(11) **MR. SPAEDER:** You can answer that if it's post-
(12) November 1994.

(13) **THE WITNESS:** I really don't recall what the
(14) overall budget might have looked like in '95 because as I
(15) think we talked about earlier, it was a scaled-down-I
(16) envisioned it as a scaled-down operation from what we'd
(17) experienced in '94. But there was then the ongoing
(18) requirement for the quarterly payments on the Signet note,
(19) so that would have been-I think I remember it being in the
(20) range of \$150,000 quarterly, and then on top of that
(21) whatever operating requirements we had.

(22) **BY MR. FRENKEL:**

(23) **Q:** You also testified that at about the time you were
(24) hiring these people, Ms. Harrison and Wieggers, the 1995
(25) activities of the NPF were somewhat up in the air. Why were

(1) the activities somewhat up in the air at this time, if you
(2) recall?

(3) **MR. SPAEDER:** You can answer if it involves events
(4) after November of 1994.

(5) **THE WITNESS:** Haley and the board had not really
(6) defined the mission clearly, the program, in 1995. It was
(7) affected, I think, in part, by the results of the '94
(8) election. As you know, there had been a big change in town
(9) and the kind of work NPF had done in '94, it was obvious was
(10) going to change because of that, and what that meant in
(11) terms of activities and budgeting was pretty much up in the
(12) air.

(13) **BY MR. FRENKEL:**

(14) **Q:** Were you involved in any of the discussions in or
(15) about that, and for present purposes I'll confine it to
(16) beginning in November 1994, about what the mission of the
(17) NPF would be into the future?

(18) **A:** Yes, I was.

(19) **Q:** Who else was involved in those discussions, as you
(20) recall?

(21) **A:** Well, Haley was. I had a-I had my own vision of
(22) what we might be about in '95 and I discussed that with a
(23) number of people, friends, you know, acquaintances, to get
(24) their ideas. In terms of official discussions, other than
(25) the NPF staff, I talked to a few of the senior people there.

(1) Haley is the only one I recall, and that was in--well,
(2) that's it.

(3) **Q:** Who were the senior people at NPF that you might
(4) have had those discussions with about the mission of the
(5) NPF?

(6) **A:** Well, with John Bolton once he arrived in January
(7) of '95, possibly with some of the policy directors. I can't
(8) think of anyone else.

(9) **Q:** Do you recall the names of any of the policy
(10) directors as you're sitting here today at that time period?

(11) **A:** Oh, yes. Do you want me to go through them?

(12) **Q:** Please, as best you can recall.

(13) **A:** Al Cobb handled energy and environment issues and
(14) the policy councils associated with those issues. Michelle
(15) Brisky handled trade. Linda Emory handled foreign policy
(16) and defense issues, and each one of these managed--handled
(17) the policy councils associated with those issues. There
(18) were 14 of these councils, about 1,400 people, by the way.

(19) Maiselle Shortly handled what we call free
(20) individuals, and that was, I think, kind of the size and
(21) scope of government debate. Bruce Leftwich handled criminal
(22) justice issues, as well as kind of the civil rights milieu.
(23) There was another policy director that handled education.
(24) It might have been Allison McHose. I'm not sure. That
(25) individual changed somewhere in there.

(1) I don't know how many that is, but as I said,
(2) there were 14 policy councils. Some of the directors
(3) handled just one council, others handled two. So I'm pretty
(4) close. I may have missed one or two.

(5) **Q:** Do you recall whether you had any conversations
(6) with Judy Van Rest about how the NPF would conduct its
(7) business following November 1994?

(8) **A:** I don't recall, but it wouldn't surprise me at
(9) all.

(10) **Q:** Do you recall whether you had any conversations
(11) with Kip Howlett, if I'm pronouncing the name right, about
(12) how the NPF would conduct business following November 1994?

(13) **A:** Again, I don't specifically recall, but Kip left
(14) at about that point in time and it's possible I didn't.

(15) **Q:** Was a replacement hired for Mr. Howlett?

(16) **A:** I don't believe so. If you told me did, I
(17) wouldn't argue with you, but I don't recall.

(18) **Q:** Do you know what happened to his responsibilities
(19) after he left, who might have absorbed them, taken them up?

(20) **A:** Well, in that interim until I resigned as COO, I
(21) did, but there wasn't a lot, frankly, you know, to do as we
(22) were trying to reshape the mission and all, and Bolton
(23) really took on that role, or-I'm sorry-Jackie-

(24) **Q:** Sanders?

(25) **A:** -Sanders took it over.

(1) **Q:** Did you set down in writing your vision of what
(2) the--your view of what the NPF should do and should become
(3) following November 1994?

(4) **A:** I did.

(5) **Q:** Do you recall whether you provided that memo
(6) either to Mr. Bolton or Mr. Barbour, or both?

(7) **A:** I know I communicated it to Mr. Barbour, and I
(8) probably shared it with Mr. Bolton.

(9) **Q:** Do you recall anyone else you might have sent the
(10) memo to or shared its contents with?

(11) **A:** I could have discussed its financial requirements
(12) with Reed.

(13) **Q:** Scott Reed?

(14) **A:** Scott Reed. But in terms of the--yes, there could
(15) have been a number of people I discussed it with in terms of
(16) formulating it. Once I had my own thoughts--had pretty much
(17) coalesced, reduced to writing, I remember sharing it with--
(18) well, not sharing it, sending it to Haley for his, not just
(19) input, but decision. But other than that, that's the only
(20) thing I recall.

(21) **Q:** Do you currently have a copy of that memo that you
(22) provided to Mr. Barbour?

(23) **A:** I don't believe I do. I might have some notes
(24) that were a draft of that, but I don't believe I have a copy
(25) of the final piece of paper.

(1) **MR. FRENKEL:** Mr. Spaeder, I know your position
(2) you stated earlier on the record was that Mr. Denning having
(3) to provide documents to the committee pursuant to the
(4) subpoena, but on behalf of the minority I would request that
(5) Mr. Denning produce, through counsel, any documents relating
(6) to that memorandum about which he just testified and, of
(7) course, any other relevant documents.

(8) **MR. SPAEDER:** All right. This is apparently a
(9) memo that was prepared for Mr.--well, it may have gone to a
(10) number of people, but it may have gone to Mr. Barbour and it
(11) related to the NPF mission some time after November of 1994.
(12) I'm not aware of such a document, but I'll talk to Mr.
(13) Denning and we'll see if we've got anything.

(14) **MR. FRENKEL:** Thank you.

(15) **BY MR. FRENKEL:**

(16) **Q:** As part of your thinking about what the NPF would
(17) do following November 1994, did you consider additional
(18) sources of revenue for the NPF?

(19) **A:** I probably did. I'm sure I did. I mean, that
(20) was, you know, a factor in my thinking about the future, a
(21) mix of not only what the Forum might address itself to, but,
(22) you know, what would help generate revenue as well.

(23) **Q:** As you sit here today, do you have any
(24) recollection of your ideas about what would help generate
(25) revenue for the NPF and what you thought about at that time?

[1] A: Well, Haley and I-I don't know who came up with
 [2] the idea of doing some forums in a whole different format in
 [3] Washington on-as opposed to around the country, on policy
 [4] issues that were of real interest at that time.
 [5] MR. PERRY: I'm sorry. What time frame are we
 [6] talking about exactly?
 [7] THE WITNESS: I'm talking about '95 now.
 [8] BY MR. FRENKEL:
 [9] Q: Were those known as mega-conferences at the NPF?
 [10] A: That was Haley's term, but I always-I would
 [11] prefer to differ with it. He came up with that and it kind
 [12] of took on its own life, yes.
 [13] Q: I'm sorry, but I think we were talking about ways
 [14] to raise money or sources of money.
 [15] A: Well, that, and I'm sure I had discussions with
 [16] the fund-raising staff about potential donors and I, you
 [17] know, shared my view of potential sources, possible
 [18] contacts; you know, talked to, counseled with people about
 [19] what can we do that, you know, would not only be good, but
 [20] could help raise money as well.
 [21] Q: Do you recall or have any understanding about-
 [22] again, looking at that time, November 1994, when you were
 [23] sending out your thoughts about what the NPF should do into
 [24] the future, about whether any emphasis should be given in
 [25] raising money from individuals as opposed to corporations?

[1] A: I'm sorry. I lost the drift of your question.
 [2] Can you
 [3] MR. FRENKEL: Sure. Can you please repeat the
 [4] question?
 [5] [The Reporter read back the requested portion of
 [6] the record.]
 [7] THE WITNESS: No. In fact, I think just the
 [8] opposite. I mean, it wasn't one or the other. It was-NPF
 [9] was perfectly-it was perfectly okay to raise money from
 [10] virtually any source. So we didn't-I didn't concern myself
 [11] with individuals versus corporations.
 [12] BY MR. FRENKEL:
 [13] Q: Do you recall whether you had discussions with
 [14] anyone about whether funds should be raised from any non-
 [15] U.S. citizens?
 [16] A: Whether or not funds should be raised for any non-
 [17] U.S. citizens?
 [18] Q: For the NPF.
 [19] A: Well, I think it-no, I don't recall specific
 [20] conversations, but unless Roger kicks me, I volunteer that
 [21] as I said earlier, it wasn't matter of concern because as a
 [22] 501(c)(4), we were-I was advised that it was perfectly
 [23] legal and proper to accept money from virtually any source.
 [24] But I don't recall any instance of-that we targeted, or
 [25] anything else, any kind of foreign contribution. I think,

[1] on the contrary, we-well, that was it.
 [2] Q: Do you recall any time after November 1, 1994,
 [3] there was any review process in place at the NPF to
 [4] determine if any contribution solicited or made was from a
 [5] non-United States citizen?
 [6] A: We had no such system that I was aware of.
 [7] Q: If there had been some-
 [8] A: I mean, any kind of a formalized system.
 [9] Q: Are you aware of any sort of informal system?
 [10] A: No. I mean, only in the sense that we paid
 [11] attention to who our donors were. You know, if one came in
 [12] from Joseph Stalin, you know, we would have noticed it, I
 [13] think, but-
 [14] Q: Especially at that date, I would imagine.
 [15] MR. PERRY: Coming in from the netherworld.
 [16] THE WITNESS: Although, legally, we could have
 [17] accepted it.
 [18] BY MR. FRENKEL:
 [19] Q: Are you aware if there was any system, formal or
 [20] informal, in place to determine whether any funds raised by
 [21] the NPF came from a non-U.S. corporation?
 [22] MR. SPAEDER: This is all after November of 1994,
 [23] is that correct?
 [24] MR. FRENKEL: Yes, that's the question, yes.
 [25] THE WITNESS: No, there was no system to

[1] discriminate on that basis. In fact-
 [2] MR. SPAEDER: Well, you should answer his question
 [3] and then shut up, unless you want to be here for a couple of
 [4] days. Answer his question.
 [5] Ask the next question.
 [6] BY MR. FRENKEL:
 [7] Q: I'm sorry, sir. You were going to conclude, "In
 [8] fact?"
 [9] A: Siemens Corporation, which I believe-I'm not
 [10] sure, but I think is German-owned, was interested in
 [11] training policy, labor, education and training policy, and
 [12] was anxious that-that's a real, focused concern of theirs
 [13] and they were anxious that NPF do more work in that area and
 [14] were interested in supporting the Forum for that purpose. I
 [15] don't recall if they ever did, but it wouldn't-I would have
 [16] welcomed it.
 [17] Q: I'll ask the same question in terms of whether
 [18] there was a process, formal or informal, in place prior to
 [19] November of 1994. And since I can anticipate Mr. Spaeder's
 [20] reaction, I will make it for both-or inclusive of non-U.S.
 [21] citizens, foreign corporations, or United States
 [22] subsidiaries of foreign corporations.
 [23] MR. SPAEDER: As to all those categories, I object
 [24] and instruct the witness not to answer.
 [25] BY MR. FRENKEL:

[1] Q: Was there-following November 1, 1994, was there
 [2] any system, formal or informal, in place at the NPF to
 [3] review any donations made by a U.S. subsidiary of a foreign
 [4] corporation?
 [5] A: No, other than the general thing that I stated
 [6] earlier, being aware who our donors were, and I suppose if
 [7] one arose that made us uncomfortable for some reason, I-if
 [8] you're going to ask me what would make me uncomfortable, I
 [9] don't know, but, you know, we were aware of who was
 [10] supporting the Forum. If-well, I'll shut up.
 [11] MR. SPAEDER: Well, answer his question because
 [12] you're starting to drift. He asked you whether there was
 [13] any system in effect after November of 1994 that fits the
 [14] category of his question. He's entitled to ask you that.
 [15] Is your answer no, yes, or something in between?
 [16] THE WITNESS: No.
 [17] BY MR. FRENKEL:
 [18] Q: Any time after November 1, 1994, until the time
 [19] you left the NPF, was there any solicitation of a potential
 [20] contributor that you were aware of that in your mind rose to
 [21] the level of an entity from whom the NPF did not want to
 [22] accept money?
 [23] A: No.
 [24] Q: Are you aware, from November 1, 1994, until the
 [25] time you left the NPF, of any solicitation of a donor for

[1] funds to the NPF that others felt was an inappropriate
 [2] entity to make a contribution to the NPF?
 [3] A: Not that I recall.
 [4] Q: Do you recall any conversations with anyone inside
 [5] the NPF following November 1, 1994, about whether or not it
 [6] was legal or permissible to accept funds from certain
 [7] sources, whether there should be any kind of policy in place
 [8] to figure out whether particular kinds of sources or groups
 [9] of sources were inappropriate entities to make contributions
 [10] to the NPF?
 [11] MR. SPAEDER: Could you read back the question?
 [12] MR. FRENKEL: It was not the world's model of a
 [13] clear question.
 [14] [The Reporter read back the requested portion of
 [15] the record.]
 [16] MR. SPAEDER: You can answer that.
 [17] THE WITNESS: There were not. Your use of the
 [18] word "inappropriate" is the one I'm struggling with. That
 [19] was pretty much left to our common sense and judgment, but I
 [20] don't recall an instance.
 [21] BY MR. FRENKEL:
 [22] Q: Do you recall, following November 1, 1994, whether
 [23] you had that type of conversation with Mr. Barbour or any of
 [24] the officers and directors of the NPF. My prior question
 [25] was just internal to the NPF and I'm just asking, beyond

(1) that, the same question.
 (2) A: Our counsel-I mean, I relied on my counsel's
 (3) advice and our literature described what we were as a
 (4) 501(c)(4) and those were the guidelines, and we were-
 (5) everybody operated, you know, along the rules we understood
 (6) to apply to us. That's it.
 (7) Q: Who was your counsel at the time, if you recall?
 (8) A: Linda Long was the outside counsel and she became
 (9) ill and was gone for long periods, and there was another
 (10) lawyer in that office, but I don't recall the name.
 (11) Q: David Norcross, by any chance?
 (12) A: He may have been involved, and I'm slipping back
 (13) before-am I slipping back before November of '94?
 (14) MR. SPAEDER: Well, why don't you-
 (15) THE WITNESS: I think I am.
 (16) MR. SPAEDER: Why don't you clarify for counsel's
 (17) benefit whether the other lawyer you were thinking of was
 (18) Mr. Norcross or some other individual whose name you can't
 (19) recall?
 (20) THE WITNESS: It's another individual.
 (21) BY MR. FRENKEL:
 (22) Q: Do you believe that the other individual worked at
 (23) the same law firm as Ms. Long and that law firm is Blank,
 (24) Rome, Comisky and McCawley?
 (25) A: I do.

(1) Q: Do you know whether that individual was an
 (2) associate or a partner of Blank, Rome, if you would have
 (3) learned that information?
 (4) A: I don't recall.
 (5) Q: Do you recall whether you had any conversations
 (6) with anyone outside the NPF or its officers and board of
 (7) directors about the topic of the appropriateness of certain
 (8) sources of funds that the NPF might raise subsequent to
 (9) November 1, 1994?
 (10) A: No.
 (11) Q: Do you recall any such conversation with
 (12) individuals at the RNC.
 (13) Same time frame, Mr. Spaeder.
 (14) A: No.
 (15) Q: Do you recall any conversations with Scott Reed on
 (16) that topic?
 (17) A: On the topic of whether or not a particular
 (18) donation was appropriate or not?
 (19) Q: Right, and not necessarily in the context of one
 (20) that had been tendered that you had been trying to make a
 (21) decision about, because if I understood correctly, your
 (22) testimony was that no such donation arose while you were
 (23) there that raised a question in your mind about the
 (24) appropriateness of a donation that had been made. So I
 (25) guess the question is about donations that, if they came in,

(1) might raise a question at the NPF about whether it was
 (2) appropriate or not to receive it.
 (3) MR. SPAEDER: I guess I'm a little bit confused by
 (4) the question now. This is did he, post November of 1994,
 (5) have conversations with Mr. Reed about the appropriateness
 (6) of certain categories of contributions to the NPF?
 (7) MR. FRENKEL: Yes, sir.
 (8) THE WITNESS: No.
 (9) BY MR. FRENKEL:
 (10) Q: Just to be clear, my statement of your earlier-
 (11) was my statement of your earlier testimony correct? And
 (12) what I mean by that is that while you were at the NPF, you
 (13) did not encounter a situation where a particular donation
 (14) was made that raised an issue in your mind about the
 (15) appropriateness of the NPF accepting that donation.
 (16) A: Is your question limited to after November of '94
 (17) or-
 (18) Q: Let's start with after November of 1994, yes.
 (19) A: No, no, I don't think it ever came up.
 (20) Q: Just to make sure that the record is clear, so my
 (21) characterization of your testimony was accurate, is that
 (22) right, that it did not come up? And this is just a little
 (23) legalism here.
 (24) A: I'm really confused now.
 (25) Q: I'm sorry.

(1) MR. SPAEDER: I think he has answered your
 (2) question about pre-I mean post November of 1994. Now, were
 (3) you to ask the same question regarding the events before
 (4) November of 1994, I would instruct him not to answer on the
 (5) grounds that I've previously articulated.
 (6) MR. FRENKEL: Just so the record is clear, I will
 (7) ask the question Mr. Spaeder just indicated he would raise
 (8) an objection to, and I understand the objection is
 (9) forthcoming.
 (10) BY MR. FRENKEL:
 (11) Q: Prior to November 1, 1994, did you ever have-was
 (12) any contribution made to the NPF which raised in your mind
 (13) the question about whether it would be appropriate for the
 (14) NPF to accept that contribution?
 (15) MR. SPAEDER: I object on the grounds previously
 (16) stated and instruct him not to answer.
 (17) BY MR. FRENKEL:
 (18) Q: Any time after November 1, 1994, did it come to
 (19) your attention that others at the NPF had a question about
 (20) the appropriateness of any donation that had been made to
 (21) the NPF?
 (22) MR. PERRY: Any donation that had been made after
 (23) that date?
 (24) MR. FRENKEL: Yes. We're talking after November
 (25) 1, 1994.

(1) THE WITNESS: At the risk of getting kicked by
 (2) Roger, I want to-we had a brick wall between our policy
 (3) staff and our fund-raising operation, and I did my level
 (4) best, as did the other senior officials there, to insulate
 (5) the policy development people from almost every aspect of
 (6) not only fund-raising, but financial operations. We didn't
 (7) want to even give the appearance that NPF was for sale,
 (8) because it wasn't.
 (9) So if you gave me an instance where a particular
 (10) staff member, outside of a handful, was even aware of a
 (11) particular one, I'd be surprised, and I don't recall any
 (12) instance where somebody raised that kind of objection.
 (13) BY MR. FRENKEL:
 (14) Q: Are you aware of any instance-sort of Mr. Perry's
 (15) question, or I'll take Mr. Perry's suggestion about a
 (16) donation that had been made prior to November 1, 1994, that
 (17) came to the attention of someone or someone discussed after
 (18) November 1, 1994, about the appropriateness of the donation.
 (19) MR. PERRY: That wasn't my suggestion.
 (20) MR. FRENKEL: But it gave me the idea.
 (21) [Laughter.]
 (22) THE WITNESS: No.
 (23) BY MR. FRENKEL:
 (24) Q: Same question for prior to November 1, 1994, to
 (25) the extent I haven't already asked that.

(1) MR. SPAEDER: I think you've covered the
 (2) waterfront.
 (3) MR. FRENKEL: I may have. If I would ask that
 (4) question again, Mr. Spaeder, you would interpose an
 (5) objection and instruct him not to-
 (6) MR. SPAEDER: I would as to any fund-raising
 (7) issues arising before November of 1994, and I would instruct
 (8) the witness not to answer it.
 (9) MR. FRENKEL: Off the record for one second.
 (10) [Discussion off the record.]
 (11) BY MR. FRENKEL:
 (12) Q: Mr. Denning, following November 1, 1994, did you
 (13) have any discussions with anyone inside the NPF about
 (14) whether members of Congress should be involved in raising
 (15) funds for the activities of the NPF?
 (16) A: Not that I recall.
 (17) Q: Do you recall having those discussions, again,
 (18) following November 1, 1994, with any of the officers or
 (19) directors of the NPF about members of Congress raising funds
 (20) for the NPF?
 (21) A: Again, not that I recall, but there were a number
 (22) of members, Senators and members, on the board and it's
 (23) possible, in a blue-sky kind of way, we discussed options
 (24) that could have included that one, but I don't remember a
 (25) specific proposal regarding that.

(1) Q: Do you recall any time after November 1, 1994,
(2) whether other members of the board, in addition to Mr.
(3) Brown, became involved in raising funds for the activities
(4) of the NPF?
(5) A: No.
(6) Q: Do you recall any time after November 1, 1994,
(7) whether there was ever a discussion at a board meeting about
(8) whether other members of the board should become involved in
(9) raising funds for the activities of the NPF?
(10) A: Yes.
(11) Q: When do you recall the first discussion of that
(12) topic?
(13) A: I can't put it in time, but at various--at least
(14) one and probably more board meetings, Lee Brown would make a
(15) pitch to the board to get more involved in soliciting and
(16) helping raise money for the Forum.
(17) Q: Other than a general exhortation by Mr. Brown, was
(18) any formal proposal ever placed before the board for a vote
(19) about whether the board should become more involved in the
(20) fund-raising activities of the NPF?
(21) A: Not that I recall.
(22) Q: Do you recall--and this is all after November 1,
(23) 1994--whether there was any discussion at the board meetings
(24) that you do recall about whether it would be appropriate for
(25) elected officials who are on the board of the NPF to

(1) participate in fund-raising for the NPF?
(2) A: It never came up that I recall.
(3) MR. FRENKEL: Off the record for a minute.
(4) [Recess.]
(5) MR. FRENKEL: Back on the record.
(6) BY MR. FRENKEL:
(7) Q: Mr. Denning, prior to November 1, 1994, did the
(8) National Policy Forum ever use fund-raisers who were
(9) retained on contract? And by that I mean they weren't full-
(10) time employees of the NPF Development Office, but were
(11) retained by NPF to raise funds for NPF.
(12) MR. SPAEDER: I object. I'll permit you to answer
(13) that.
(14) THE WITNESS: That's possible. There's one
(15) instance I can think of that might fall in that category and
(16) there could have been--there could have been others. I
(17) mean, by "others" I mean one or two. The fact that I don't
(18) remember probably indicates they weren't very successful.
(19) BY MR. FRENKEL:
(20) Q: The one or maybe more than one individual instance
(21) that you might have in mind prior to November 1, 1994--would
(22) that individual or individuals have continued on after
(23) November 1, 1994?
(24) A: Yes.
(25) Q: Who are those individuals, as best you recall?

(1) A: Fred Volcansek entered into a--we entered--NPF
(2) entered into a contract with Volcansek at some point before
(3) or after November of '94.
(4) Q: Anyone else that comes to mind?
(5) A: Not that--no, not that I recall.
(6) Q: How did Mr. Volcansek come to the attention of the
(7) NPF?
(8) A: I'd known him for a number of years and he was a
(9) friend and he demonstrated to me, and I think to Haley, that
(10) he could be helpful and merited compensation for the work he
(11) was doing.
(12) Q: To your knowledge, did Mr. Barbour have any
(13) involvement in the decision to put Mr. Volcansek under
(14) contract to the NPF?
(15) A: Yes.
(16) Q: What role did Mr. Barbour have in that decision?
(17) A: He had the ultimate decision.
(18) Q: Was he consulted at any point prior to making the
(19) ultimate decision?
(20) A: I may have discussed it conceptually with him and
(21) then, as long as I had a green light, moved ahead until the--
(22) you know, the ultimate decision had to be made.
(23) Q: Do you recall if anyone else was present in the
(24) conversations you would have had with Mr. Barbour other than
(25) yourself and Mr. Barbour?

(1) A: No.
(2) Q: Did Mr. Volcansek have a certain target goal he
(3) was supposed to reach in terms of monies raised for the NPF?
(4) MR. SPAEDER: Is this after November of 1994 or at
(5) any point in time?
(6) BY MR. FRENKEL:
(7) Q: To the extent you can segregate the time, you can
(8) respond to November 1--after November 1 of 1994. If you're
(9) not able to do that or if you think Mr. Volcansek raised
(10) monies prior to November 1, 1994, then you should probably
(11) state that in your answer and then Mr. Spaeder can object to
(12) whatever portion of the answer he chooses to object to.
(13) MR. SPAEDER: I have an objection to any testimony
(14) about events with Mr. Volcansek pre-dating November 1994.
(15) So if you could answer the question because it involves
(16) events occurring after November of 1994, I'll permit you to
(17) do it.
(18) THE WITNESS: Can I ask you a question relative to
(19) that?
(20) MR. SPAEDER: Sure, yes.
(21) [Witness conferring with counsel.]
(22) MR. SPAEDER: I'll permit him to answer the
(23) question with respect to Mr. Volcansek's activities after
(24) November of 1994, but I'm not sure I remember what the
(25) question was.

(1) MR. FRENKEL: Do you need to have the question
(2) repeated?
(3) THE WITNESS: Yes, please.
(4) MR. FRENKEL: Can you please read it back?
(5) [The Reporter read back the requested portion of
(6) the record.]
(7) THE WITNESS: No, I don't recall a specific goal.
(8) There were expectations that he could raise money.
(9) BY MR. FRENKEL:
(10) Q: What were the expectations of the--what were your
(11) expectations of the minimum amount that you would have
(12) expected Mr. Volcansek to raise for the NPF any time after
(13) November 1, 1994?
(14) A: I seem to recall a couple instances where
(15) corporations supported those conferences, those large forums
(16) that occurred in '95, and some of those donations were in
(17) the \$20, \$25,000 range. And his ability to bring those in
(18) was what merited the decision to offer him some compensation
(19) for that work.
(20) Q: What was to be the basis of Mr. Volcansek's
(21) compensation?
(22) A: As I recall, it was a monthly retainer somewhere
(23) in the \$3,000 a month range.
(24) Q: Would Mr. Volcansek be entitled to more
(25) compensation or any sort of bonus, depending on the amount

(1) of money he had raised?
(2) A: No.
(3) Q: He would be paid the same amount whether he had
(4) raised \$1 million in a month or no money in a month?
(5) A: That's the way--as I recall, that's the way--that
(6) was the agreement.
(7) Q: Did that agreement change at any time that Mr.
(8) Volcansek was under contract to the NPF?
(9) A: I don't believe so.
(10) Q: Did you have an understanding of Mr. Volcansek's
(11) potential access to sources of money that were not available
(12) to the existing development staff of the NPF or to Chairman
(13) Barbour?
(14) A: Well, I think to this extent, that he had--he had
(15) ideas about--and relationships that were not readily
(16) available to the development staff or to Mr. Barbour, and to
(17) that extent he felt that he would be successful and we felt
(18) that it was worth the--giving him that opportunity.
(19) Q: Any time after November 1, 1994, do you know
(20) whether Mr. Volcansek solicited contributions from non-U.S.
(21) citizens?
(22) A: Not to my knowledge.
(23) Q: Are you aware--
(24) A: Not that I recall.
(25) Q: I'm sorry?

(1) A: Not that I recall.
 (2) Q: Are you aware of any instances after November 1,
 (3) 1994, when Mr. Volcansek solicited contributions for the NPF
 (4) from a non-United States corporation?
 (5) A: No, but again it wouldn't have mattered because we
 (6) were a 501(c)(4). I mean, I didn't sit back and-Siemens,
 (7) to me, was the same as General Electric.
 (8) Q: At this point, I'm just asking for your
 (9) recollection. Do you recall, any time after November 1,
 (10) 1994, whether Mr. Volcansek solicited contributions for the
 (11) NPF from a U.S. subsidiary of a foreign corporation?
 (12) A: Again, none come to mind.
 (13) Q: Are you aware any time after November 1, 1994, of
 (14) an instance where Mr. Volcansek approached a member of
 (15) Congress to raise funds for the NPF?
 (16) A: No.
 (17) Q: Are you aware of an instance after November 1,
 (18) 1994, where Mr. Volcansek approached any elected official,
 (19) State or local or federal, to make-to engage in the
 (20) solicitation for the NPF?
 (21) A: No.
 (22) Q: How did Mr. Volcansek's success or lack of success
 (23) get communicated to you? I guess what I'm asking is how did
 (24) you know which contributions had been solicited by Mr.
 (25) Volcansek and which by others at the NPF?

(1) A: He told me.
 (2) Q: Did he send you a written document at the end of
 (3) each month or each quarter saying, "just a reminder, here
 (4) are the contributions that I've raised or the pledges that I
 (5) have obtained in the last 90 days?"
 (6) A: No. I don't remember any written reports. He'd
 (7) call me and, you know-we were friends, remember, and he
 (8) would-we'd talk occasionally, officially and unofficially,
 (9) and in the course of all that he'd relay how he was doing.
 (10) Q: Did Mr. Volcansek have a contract with NPF to
 (11) raise funds from November 1, 1994, through the time you left
 (12) the NPF?
 (13) A: He had a contract from whenever it started until
 (14) after I left.
 (15) Q: Do you have any understanding of how he was doing
 (16) in terms of raising funds during that period of time?
 (17) MR. SPAEDER: I'll permit you to answer if you
 (18) confine your response to post November of 1994 knowledge.
 (19) THE WITNESS: I recall after I-I believe it was
 (20) after I resigned as COO and those major conferences were
 (21) underway that there were two or three occasions, possibly
 (22) more, in the February, maybe, through April time frame of
 (23) '95 where he was successful in raising, I'll say substantial
 (24) support for each of those conferences that occurred during
 (25) that period.

(1) BY MR. FRENKEL:
 (2) Q: Do you mean 1995 or '96? Was it after you left or
 (3) was it while you were-
 (4) A: I left in '95 and these occurred in the spring of
 (5) '95.
 (6) Q: Did you come to learn through your friendship for
 (7) Mr. Volcansek or from other sources that his contract to
 (8) raise funds from the NPF was terminated?
 (9) A: At some point, yes.
 (10) Q: Do you have any understanding as to when his
 (11) contract was terminated?
 (12) A: Well, at some-my recollection is at some point in
 (13) '95, NPF did not honor its obligation and was not paying the
 (14) full amount, and when that occurred I just don't recall.
 (15) Q: Did Mr. Volcansek ask for you to intervene at all
 (16) to help him get the monies he felt were due him under his
 (17) contract with NPF?
 (18) A: I know we discussed it and it could be that he did
 (19) ask me for advice or help.
 (20) Q: Do you recall whether you communicated with anyone
 (21) at the NPF or Haley Barbour about any monies that might be
 (22) owed to Fred Volcansek?
 (23) A: I don't believe I had much, or any occasion
 (24) really-well, I don't want to say any occasion, but there
 (25) were very, very few occasions that I talked to Haley or met

(1) with him after I resigned. And if I expressed a concern
 (2) about this or advice about it, it would have been to Bolton,
 (3) but I don't remember a specific instance of it.
 (4) Q: Any time after November 1, '94, were you aware of
 (5) any effort by the NPF to raise funds from corporations that-
 (6) corporations or others designated as research dollars?
 (7) A: No. That's a new term to me.
 (8) Q: The reason I-Time Magazine reported in a-I
 (9) believe it's a May 5, 1997, article that the NPF had tried
 (10) to-identified one source of additional money from
 (11) corporations other than just the usual solicitation as
 (12) research dollars that the corporations had, and I'm just
 (13) again asking whether you've heard anything about that or
 (14) have any understanding about that.
 (15) MR. PERRY: You don't happen to have a copy of
 (16) that article?
 (17) MR. FRENKEL: I do not.
 (18) THE WITNESS: That doesn't-that term does not
 (19) mean-ring any bell with me.
 (20) BY MR. FRENKEL:
 (21) Q: I'll start with prior to November 1, 1994, even
 (22) though I think I know what the result of the question will
 (23) be. Can you describe prior-from the time you were hired at
 (24) NPF until November 1, 1994, the kinds of meetings you had
 (25) with Haley Barbour?

(1) MR. SPAEDER: I'm going to object and instruct the
 (2) witness not to answer in light of the background information
 (3) that we have provided you with my position about the scope
 (4) of the committee's jurisdiction.
 (5) BY MR. FRENKEL:
 (6) Q: Between December 1993 and November 1, 1994-
 (7) October 31, 1994, did you have-can you describe the kinds
 (8) of meetings you had with the officers and directors of the
 (9) NPF?
 (10) MR. SPAEDER: Same objection and instruction.
 (11) BY MR. FRENKEL:
 (12) Q: Following November 1, 1994, until the time you
 (13) left the NPF, what kinds of meetings did you have with Mr.
 (14) Barbour?
 (15) MR. SPAEDER: I'm sorry. I was taking notes.
 (16) What's the time frame on that question?
 (17) MR. FRENKEL: November 1, 1994, until the time he
 (18) left the NPF in 1995.
 (19) MR. SPAEDER: You can answer that.
 (20) THE WITNESS: There were-there were a number of
 (21) meetings, and by that I mean two, three, about what the
 (22) future of NPF might be, my advice on who might be its
 (23) president, subjects like that. Some of that-some of those
 (24) meetings were subsequent to recommendations I had made in
 (25) writing along those lines.

(1) MR. FRENKEL: To the extent they exist, I'd also
 (2) again request that any writings or other documents Mr.
 (3) Denning might have from at least the period November 1,
 (4) 1994, until the time he left the National Policy Forum
 (5) relating to the activities of the NPF be produced to the
 (6) committee. I would extend my request to any documents in
 (7) his possession, custody or control from the time he started
 (8) there that's, you know, part of the inducement-given to him
 (9) as part of the inducement for him to come. But I understand
 (10) your position on the date may differ from mine, Mr. Spaeder.
 (11) MR. SPAEDER: I'm a little confused. Is it the
 (12) committee's view that the witness is under a subpoena today
 (13) to produce documents, or is he here to testify and nothing
 (14) more?
 (15) MR. FRENKEL: Again, I don't speak entirely for
 (16) the committee, and I understand he's here to testify. I
 (17) want to say he has certainly testified quite fully and
 (18) completely as of this point and I would expect that to
 (19) continue throughout the day. And I understand the point you
 (20) made on the record at the beginning about the subpoena and
 (21) the production of documents.
 (22) I'm just requesting that to the extent that the
 (23) documents Mr. Denning may have in his possession, custody
 (24) and control relating to the subject matter of the
 (25) committee's inquiry-that those documents be produced to the

[1] committee in order to aid the committee in its inquiry.
 [2] **MR. SPAEDER:** Well, I guess about all I could say
 [3] in respond to counsel's question is I'll take the request
 [4] under advisement. The subpoena that we got, as well as the
 [5] notice of deposition, does not contain any duces tecum
 [6] provision in its current form. So I guess we should just
 [7] proceed with the questioning and I'll reflect on counsel's
 [8] request that we review any records he has in his possession
 [9] and consider honoring your request.

[10] **MR. FRENKEL:** Thank you.

[11] **BY MR. FRENKEL:**

[12] **Q:** From November 1, 1994, forward, did you have any
 [13] regularly scheduled meetings with Mr. Barbour? And I guess
 [14] by that I mean with the senior staff, of which I presume you
 [15] certainly were one as chief operating officer--have weekly
 [16] or other time period meetings with Mr. Barbour in his role
 [17] as chairman of the NPF?

[18] **A:** Again, at the risk of Roger kicking me, no, but I
 [19] met weekly or so with his delegate. I mean, bear in mind,
 [20] please, that Haley was busy. He was traveling and he had
 [21] delegated not operational control of the NPF to Reed, but I
 [22] had to have somebody to talk to you when I couldn't get to
 [23] Haley and Scott was the designated hitter, so--

[24] **MR. SPAEDER:** Are we now in the period after
 [25] November of 1994?

[1] **MR. FRENKEL:** I believe that was the time frame of
 [2] my question.

[3] **THE WITNESS:** Yes.

[4] **MR. SPAEDER:** You may answer the question.

[5] **BY MR. FRENKEL:**

[6] **Q:** Again, I think you've used both the first and the
 [7] last name in your last answer. But just to make sure, the
 [8] individual that you understood to be delegated by Mr.
 [9] Barbour to field requests that you had relating to the NPF
 [10] was Scott Reed, is that correct?

[11] **A:** That's right.

[12] **Q:** If Mr. Reed was not available, was there anyone
 [13] else that you would try to communicate with in an effort to
 [14] get information to or from Mr. Barbour?

[15] **A:** Yes.

[16] **Q:** Who was that?

[17] **A:** A close friend of mine who worked over there was
 [18] Don Fierce and I didn't communicate with him on an official
 [19] basis, but if I had an opinion or something that I wanted
 [20] communicated to Haley and I couldn't get it directly and if
 [21] Reed wasn't available, I might talk to Don.

[22] **Q:** Did you have any occasion to talk to Sanford,
 [23] Sandy, McAllister about matters relating to the NPF?

[24] **A:** Yes. I'm sorry. She--after Reed resigned,
 [25] whenever that was--if you know, help me out.

[1] **Q:** I don't when he resigned.

[2] **A:** He left, well, somewhere, let's say--I think he
 [3] left at the end of the year, give or take.

[4] **Q:** 1995?

[5] **A:** '95, and she took over--Sanford is what she goes
 [6] by, by the way--took over as chief of staff over there, or
 [7] some similar title, and then--so she then took on the role
 [8] that Reed had had and I met or spoke with her on a fairly
 [9] regular basis until I resigned. Remember, this was all
 [10] happening simultaneously. Bolton is coming in, I'm going
 [11] out, Reed is leaving, McAllister is coming in.

[12] **Q:** Other than the board of directors meetings you
 [13] testified to earlier this morning, did you have any other
 [14] regular contact with any of the members of the board about
 [15] matters relating to the operation or conduct of the NPF?

[16] **A:** There were two board members--well, I'm getting in
 [17] before and after November of '94.

[18] **MR. SPAEDER:** Well, you should confine your
 [19] answers, subject to my continuing objections, to the period
 [20] after November of 1994.

[21] **MR. FRENKEL:** All right. I'll just ask a question
 [22] which--we'll get Mr. Spaeder's objection for the record on
 [23] it and then ask it for post November 1994.

[24] **BY MR. FRENKEL:**

[25] **Q:** Prior to November 1994, did you have any

[1] discussions with any members of the board of directors of
 [2] the NPF about the conduct or operation of the NPF?
 [3] **MR. SPAEDER:** Objection. Kindly do not answer
 [4] that question.

[5] **BY MR. FRENKEL:**

[6] **Q:** The same question now for any period of time
 [7] after--on or after November 1, 1994.

[8] **A:** I spoke with--

[9] **MR. FRENKEL:** Off the record.

[10] [Discussion off the record.]

[11] **THE WITNESS:** I spoke with Lee Brown about both
 [12] fund-raising, his activities, and how fund-raising in
 [13] general was going. And, secondly, every time NPF required a
 [14] subsidy from the RNC, it required me to get his approval of
 [15] that, and there could have been instances post November '94
 [16] where we did that. I don't recall.

[17] **BY MR. FRENKEL:**

[18] **Q:** Other than Mr. Brown, did you have any contact
 [19] with any other members of the board of directors of NPF
 [20] relating to its operations, first prior to October 31, 1994?

[21] **MR. SPAEDER:** Objection. I instruct you not to
 [22] answer that question.

[23] **BY MR. FRENKEL:**

[24] **Q:** And then the same question for any time after
 [25] November 1, 1994.

[1] **A:** The only other board member I recall specifically
 [2] having a conversation with is Blake Hall, and there could
 [3] have been an instance after November '94 where I spoke with
 [4] him as well.

[5] **Q:** Who is Mr. Hall, or what position did he have at
 [6] the NPF or on the NPF board, as you recall?

[7] **A:** He was--I don't recall the exact title, but
 [8] counsel. I mean, he was kind of the--I don't know what the
 [9] title would have been, but he was the one kind of designated
 [10] to be our outside legal advice.

[11] **Q:** Was there anyone at the NPF who was designated as
 [12] the in-house counsel, and I guess what I mean by that,
 [13] someone other than an attorney at an outside law firm?

[14] **A:** No.

[15] **Q:** You testified just a little bit earlier that when
 [16] the NPF would need a subsidy, you would need to get Mr.
 [17] Brown's approval, is that right?

[18] **A:** That's right.

[19] **Q:** Did anyone else at the NPF, in addition to Mr.
 [20] Brown, need to be consulted before you could complete the
 [21] process of obtaining an additional subsidy for the NPF?

[22] **MR. SPAEDER:** Objection. You may answer that
 [23] question if you have knowledge of events after November of
 [24] 1994 that are responsive to the question.

[25] **MR. PERRY:** I'm a little confused by the term

[1] "subsidy."

[2] **BY MR. FRENKEL:**

[3] **Q:** You can answer the question, given Mr. Spaeder's
 [4] constraint, as best as you can.

[5] **MR. SPAEDER:** You understand my instruction. You
 [6] can answer the question if you have knowledge of events that
 [7] are responsive to the question after November of 1994. If
 [8] you don't, just tell counsel you don't have any knowledge.

[9] **THE WITNESS:** I don't believe there were any such
 [10] transfers post 1994 until the time I resigned as COO.

[11] **MR. SPAEDER:** Do you mean post November of 1994 or
 [12] post 1994?

[13] **THE WITNESS:** Post November of '94 through the
 [14] time I left.

[15] **MR. SPAEDER:** And I think majority counsel has
 [16] raised a legitimate question about your use of the term
 [17] "subsidy." That could be construed in a number of ways and
 [18] you want to make the record clear as to what you meant by
 [19] the term.

[20] **THE WITNESS:** It's a poor choice of words. They
 [21] were loans for--they were operating loans that--we signed
 [22] promissory notes that there was a full intent that they be
 [23] repaid.

[24] **BY MR. FRENKEL:**

[25] **Q:** What was the process for getting a loan of that

(1) nature? What I mean is I'm excluding now the loan from
 (2) Signet Bank, which we'll talk about this afternoon.
 (3) **MR. SPAEDER:** I'll object, but permit him to
 (4) provide a little background, a little context. So you can
 (5) answer the question generally until I instruct you
 (6) otherwise.
 (7) **THE WITNESS:** The ones I recall were all prior to
 (8) October '94, although there could have been others later
 (9) after I resigned. And the process was typically that I'd
 (10) project what the cash requirement was, where revenue would
 (11) be, and if there was a deficit, what, about, it would be,
 (12) and would talk to Lee Brown about that and get his
 (13) permission. And I seem to remember—I think this is right—
 (14) that we would actually have to execute a promissory note
 (15) that he—I think initially, at least, he had to actually
 (16) sign, along with Mike Baroody, I think, and that document
 (17) would be delivered to the RNC before or concurrent with cash
 (18) being transferred to an NPF account.
 (19) **BY MR. FRENKEL:**
 (20) **Q:** Other than Mr. Baroody and Mr. Brown, was anyone
 (21) else from the NPF involved in the process of obtaining a
 (22) loan from the RNC, to your knowledge?
 (23) **A:** Well, Steve Walker, who was our controller, had to
 (24) handle the paperwork and the accounting, and I believe Steve
 (25) reported to Catherine Keller and she kept track of the loans

(1) and I believe produced the promissory notes and supervised
 (2) the accounting. And by the way, there were a number of
 (3) repayments on those notes prior to my arrival and during my
 (4) tenure.
 (5) **Q:** In terms of obtaining a loan from the RNC, do you
 (6) know who on the RNC side was involved in either the—well,
 (7) let's start with the negotiating process, the process of
 (8) negotiating with the NPF for the loan or the loan amount?
 (9) **MR. SPAEDER:** I object, but I'll permit you to
 (10) answer the question, providing counsel a little context of
 (11) the relationship.
 (12) **THE WITNESS:** The arrangement had been worked out
 (13) prior to my arrival, and as I explained earlier, it
 (14) involved—it required a promissory note. There was an—it
 (15) bore an interest rate and it had other stipulations, I think
 (16) including that it was due on demand. And as I said, a
 (17) number of repayments were made both prior and post my
 (18) arrival, and that, I believe, was worked out initially by
 (19) Ken Hill, who was VP of Administration, I think, or I'm not
 (20) sure of the exact title.
 (21) Catherine Keller was involved in that on our side, and
 (22) then—I mean, Haley had agreed to the initial arrangement
 (23) and then Reed and Jay Banning at the RNC actually carried it
 (24) through. They were the working level on the RNC side and
 (25) Keller and Hill on the NPF, and then when I came on board, I

(1) got a little more involved in it.
 (2) **BY MR. FRENKEL:**
 (3) **Q:** At about the time you came on board with the NPF,
 (4) related to these loans, did you have ever sit down and have
 (5) face-to-face negotiations with the RNC over any of the
 (6) details of the loans?
 (7) **MR. SPAEDER:** Objection. I'll permit you to
 (8) answer. We're getting close, but I'll permit you to answer.
 (9) **THE WITNESS:** What do you mean, negotiate about
 (10) what?
 (11) **BY MR. FRENKEL:**
 (12) **Q:** About any of the terms of the loans or the amount
 (13) of the loans.
 (14) **A:** Oh, sure, constantly. I mean, my weekly meetings
 (15) with Reed would either be devoted entirely or substantially
 (16) to that topic, and it usually involved around I would
 (17) project that I needed—pick a figure, \$100,000—because of
 (18) x, y and z, and he would reemphasize that, "you know I don't
 (19) have it." And we'd go back and forth about, "well, you got
 (20) to cut this out or cut that out, or delay paying this."
 (21) That was a constant cash flow thing, with the goal of trying
 (22) to make the—on both our parts, trying to make the draw as
 (23) small as possible.
 (24) **Q:** Are you aware of any instance where the NPF
 (25) requested monies from the RNC where the RNC didn't come up

(1) with at least some money, whether it was the full amount you
 (2) had initially wanted or some lesser amount?
 (3) **MR. SPAEDER:** Objection. You may answer.
 (4) **THE WITNESS:** You mean—I'm sorry. You mean where
 (5) they just flat refused?
 (6) **BY MR. FRENKEL:**
 (7) **Q:** Yes, sir, that's what I meant.
 (8) **A:** I don't. You know—I'm sorry. Let me add
 (9) something because I want to be accurate with you. There was
 (10) one instance where it wasn't so much that they refused,
 (11) They just didn't have it, as hard as that may be to believe,
 (12) and we had an immediate requirement that had to be met and
 (13) so I advanced a personal loan over a weekend and then was
 (14) repaid on Monday or Tuesday. And I don't remember the
 (15) source of those funds, whether a donor—you know, whether a
 (16) donation had come in that had been anticipated or the RNC
 (17) stepped forward. I don't remember.
 (18) **Q:** Any recollection as to the date when you had to
 (19) make that out-of-your-own-pocket loan to the NPF to keep it
 (20) running for the weekend?
 (21) **A:** Yes. It was late November—or I'm sorry—late
 (22) July '94. We had to do the mailing of the bloody report and
 (23) the post office doesn't take credit and, you know, it was
 (24) like a \$12,000 mailing bill and it was either—somebody had
 (25) to either pay the postage or the report wasn't going to get

(1) mailed.
 (2) **Q:** Prior to the \$2.1 million loan from Signet Bank in
 (3) October 1994, did you have any discussions with anyone at
 (4) the RNC about the level of debt or the amount of debt the
 (5) NPF was incurring related to the RNC? Now, if that question
 (6) isn't clear, I guess, you know, the amount of monies, total
 (7) monies, that the RNC had been loaning to the NPF.
 (8) **MR. SPAEDER:** I'm going to object and instruct the
 (9) witness not to answer. That goes into the period before
 (10) November of 1994, and I think you've provided counsel with a
 (11) fair understanding of the working relationships. So I think
 (12) that it's appropriate to instruct you not to answer that
 (13) question.
 (14) **BY MR. FRENKEL:**
 (15) **Q:** In the same period of time, prior to November
 (16) 1994, did you have discussions with the directors and
 (17) officers of the NPF about the debt totals the NPF was
 (18) incurring from the RNC?
 (19) **MR. SPAEDER:** Same objection, same instruction.
 (20) **BY MR. FRENKEL:**
 (21) **Q:** I'm just going to ask you about a series of loans
 (22) that the—which I will represent to you the NPF received
 (23) from the RNC starting in December '93—there were others
 (24) that took place before you arrived—up to August 1994, and
 (25) ask whether there was any discussion about these loans and

(1) what the money—well, a series of questions. I would
 (2) anticipate there will be objection to the questions about—
 (3) **MR. PERRY:** I'm sorry to interrupt you. If I
 (4) understand correctly where you're going, this is going to
 (5) take a little bit of time to ask these and it's about 1:00,
 (6) so either way.
 (7) **MR. FRENKEL:** Yes, I mean, I'll finish the
 (8) sentence, but I mean I think that's why we'll do this. I
 (9) assume there will be an instruction not to answer any of the
 (10) questions and I can just ask them as it relates to each
 (11) loan, and I'll just give the date and the amount of the loan
 (12) and then we can break for lunch. But the questions are
 (13) going to relate to—well, I'll tell you what, why don't we
 (14) just—I will start the process with the first loan, and if
 (15) you want to pose an objection, Mr. Spaeder, and then we can
 (16) discuss whether those objections will pertain to all the
 (17) dates I'm about to ask prior to November '94 and go from
 (18) there.
 (19) **MR. SPAEDER:** Right. I will represent to you that
 (20) if your goal is to articulate in seriatim a number of
 (21) alleged loan transactions between the RNC and the Forum pre-
 (22) dating November 1994, I will instruct the witness not to
 (23) respond, subject to the objection I have previously made.
 (24) But to facilitate the schedule, I'm happy to have you
 (25) perhaps list each of the transactions and then if you would

(1) accept a single omnibus answer, which will be in the form of
 (2) an objection from me, an instruction not to answer, I'm
 (3) happy to stipulate that if you had asked each question
 (4) separately and elicited a response, it would have been an
 (5) objection and an instruction as well.
 (6) **MR. FRENKEL:** That's fine. That works for me.
 (7) **BY MR. FRENKEL:**
 (8) **Q:** The questions will relate to any discussions you
 (9) would have had with Haley Barbour about a loan transfer; any
 (10) discussions with others at the RNC, including Scott Reed,
 (11) about the loan transfer; any discussions with officers or
 (12) directors at the NPF about the loan transfer; any
 (13) discussions with any of that above group about the use of
 (14) the proceeds; any discussions with the above group about the
 (15) need for the proceeds and the timing of the need for the
 (16) proceeds; and any discussion with any of the above group
 (17) about alternative sources for the money; and I think,
 (18) finally, any discussion with any of the above group,
 (19) including the development staff of the NPF, about activities
 (20) the development staff or others related to the NPF could
 (21) have undertaken to have brought in additional monies to the
 (22) NPF.
 (23) The first loan I'd like to ask you about is
 (24) December 23, 1993, from the RNSEC to the NPF in the amount
 (25) of \$30,000.

(1) And I guess, Mr. Spaeder, now that you have the
 (2) questions, I'll just go through the dates and the amounts,
 (3) if that's fine with you.
 (4) **MR. SPAEDER:** That's agreeable.
 (5) **BY MR. FRENKEL:**
 (6) **Q:** December 28, 1993, \$30,000. Each time, the entity
 (7) will be the RNSEC making the loan. The entity receiving the
 (8) loan will be the NPF and maybe at the end after I've done
 (9) it, I can ask just what the RNSEC is, but let's go ahead and
 (10) make the objection record and we'll do that if that's okay
 (11) with you.
 (12) If I didn't already say it, December 28, '93,
 (13) \$30,000; January 13, '94, \$125,000; January 27, 1994,
 (14) \$65,000; February 14, '94, \$80,000; the next day, February
 (15) 15, '94, \$30,000; March 4, 1994, \$55,000; March 14, 1994,
 (16) \$200,000; March 18, 1994, \$35,000; March 30, 1994, \$75,000;
 (17) April 5, 1994, \$15,000; April 13, 1994, \$10,000; two
 (18) transactions the next day, April 14, 1994, one in the amount
 (19) of \$25,000, another in the amount of \$90,000, for a total on
 (20) April 14 of \$115,000; April 22, 1994, \$25,000; April 28,
 (21) 1994, \$115,000; May 5, 1994, \$65,000; May 10, 1994, \$45,000;
 (22) two days later on May 12, 1994, \$120,000; five days later,
 (23) May 17, 1994, \$100,000; May 25, 1994, \$50,000; May 31, 1994,
 (24) \$75,000; June 3, 1994, \$50,000; five days later, on June 8,
 (25) 1994, \$80,000; the next day, June 9, 1994, \$140,000; June

(1) 30, 1994, \$85,000; July 14, 1994, \$70,000; and finally from
 (2) this list, August 12, 1994, \$60,000.
 (3) **MR. SPAEDER:** As to those particular transactions,
 (4) I object and instruct the witness not to respond. And
 (5) counsel may assume that had you asked the questions
 (6) separately, I would have given the same instruction.
 (7) **MR. FRENKEL:** Thank you, Mr. Spaeder.
 (8) **BY MR. FRENKEL:**
 (9) **Q:** Mr. Denning, what is the RNSEC, as far as you
 (10) know?
 (11) **A:** I was going to ask you. I don't know.
 (12) **Q:** As far as you know?
 (13) **A:** As far as I know, the loans--well, I guess that's
 (14) a fair way of putting it. As far as I know and believe, the
 (15) loans all came from the RNC. What account, particular
 (16) account, Banning may have drawn them from, I'm ignorant, and
 (17) that term means nothing to me.
 (18) **MR. FRENKEL:** Okay. I'm ready--I'm willing to
 (19) break for lunch, if that's agreeable.
 (20) **THE WITNESS:** Can I ask Roger a quick question?
 (21) **MR. FRENKEL:** Of course, of course.
 (22) [Witness conferring with counsel.]
 (23) **MR. SPAEDER:** We're cool. We're off the record.
 (24) [Whereupon, at 1:07 p.m., a luncheon recess was
 (25) taken, to reconvene at 2:05 p.m. this same day.]

AFTERNOON SESSION

(1) [2:05 p.m.]
 (2) Whereupon,
 (3) **DANIEL B. DENNING**
 (4) resumed the stand and, having been previously duly sworn,
 (5) was examined and testified as follows:
 (6) **FURTHER EXAMINATION BY COUNSEL FOR THE MINORITY**
 (7) **BY MR. FRENKEL:**
 (8) **Q:** Mr. Denning, before turning to the Signet loan
 (9) subject and documents, I just wanted to ask you one other-
 (10) or two other series of questions. Prior to any discussions
 (11) at the NPF about getting a loan from Signet Bank, had you-
 (12) were you aware of any views held by Mike Baroody about
 (13) whether the NPF should raise money from foreign sources?
 (14) **MR. SPAEDER:** This now relates to events occurring
 (15) before November of 1994. Am I correct?
 (16) **MR. FRENKEL:** To the extent that it would have
 (17) occurred in that period, yes.
 (18) **MR. SPAEDER:** Right. In light of that, I think
 (19) I'm obliged to object and instruct the witness not to
 (20) answer.
 (21) **BY MR. FRENKEL:**
 (22) **Q:** Are you aware of any disagreement Mr. Baroody
 (23) might have had with Haley Barbour about whether the NPF
 (24) should raise funds from foreign sources? And to make it

(1) easier for Mr. Spaeder, I'll say prior to November 1, 1994.
 (2) **MR. SPAEDER:** Object and instruct the witness not
 (3) to answer.
 (4) **BY MR. FRENKEL:**
 (5) **Q:** Are you aware, prior to November 1, 1994, whether
 (6) it was the view of Mr. Baroody or others at the NPF that Mr.
 (7) Haley Barbour had an obsession or other strong interest in
 (8) raising money from foreign sources?
 (9) **MR. SPAEDER:** Object. Same instruction.
 (10) **BY MR. FRENKEL:**
 (11) **Q:** Subsequent to November 1, 1994, did you have any
 (12) conversation with persons at the NPF on the topic of raising
 (13) foreign money for the NPF?
 (14) I think if Mr. Spaeder is not objecting, then it's
 (15) okay for you to answer.
 (16) **A:** I'm sorry. Prior to November of '94, was I--
 (17) **Q:** After November 1, 1994.
 (18) **A:** Oh, was I aware of anybody objecting? Not that I
 (19) recall. You know, it wasn't an--it wasn't an issue.
 (20) **Q:** When you came on board the NPF in December 1993,
 (21) did you make any determination about why it was that the
 (22) National Policy Forum had operated in the red or at a
 (23) deficit since it was formed in June or May of 1993?
 (24) **MR. SPAEDER:** Object. I'll permit you to answer
 (25) that if you have the information.

(1) **THE WITNESS:** I think it's fair to say that the
 (2) fund-raising had not met Haley's expectations, nor anyone
 (3) else's. It was proving to be much more difficult than it
 (4) had been anticipated. Hence, the need for loans. I think
 (5) there was the anticipation when I came on board that once we
 (6) started to do forums, the pace picked up, Commonsense is
 (7) published, that fund-raising would increase dramatically and
 (8) outstrip expense. As you know, that proved not to be the
 (9) case.
 (10) **BY MR. FRENKEL:**
 (11) **Q:** At any time you were affiliated with NPF, do you
 (12) recall whether there was a period of time where fund-raising
 (13) or revenues coming in did outstrip the expenses, the costs
 (14) of operating the NPF?
 (15) **A:** From--yes, from time to time. I mean, I didn't
 (16) have to go knock on the door every two weeks to meet
 (17) payroll. There were stretches, as you can see, I think,
 (18) from that schedule where the loans were erratic, and that's
 (19) because revenue exceeded expenses for that period.
 (20) **Q:** In more than one month where you were at the NPF,
 (21) did the costs of operating the NPF exceed the revenue coming
 (22) in?
 (23) **A:** I'm sorry. Do that one more time.
 (24) **Q:** Sure. In any given month that you were there, did
 (25) it occur at least more than one time where the costs of

(1) operating the National Policy Forum exceeded the amounts of
 (2) money coming in to help fund the operation?
 (3) A: Oh, yes, yes, often, most of the time. We were--
 (4) I'll shut up.
 (5) Q: If you feel you need to say anything more to
 (6) answer the question, please do.
 (7) MR. SPAEDER: I want to object because I'm not
 (8) sure I understood the question, but maybe the witness
 (9) understood it. Would you please restate it so I can
 (10) interpret the witness' answer was?
 (11) MR. FRENKEL: Sure. The question was, in any
 (12) given month that he was there, at least did it occur more
 (13) than one time where at the end of the month the costs of
 (14) operating the NPF exceeded the amounts of monies coming in
 (15) to fund the NPF for that month, essentially where the NPF
 (16) operated at a deficit for that month.
 (17) MR. SPAEDER: Did you understand counsel's
 (18) question to mean that?
 (19) THE WITNESS: Yes.
 (20) MR. SPAEDER: Are you satisfied with your answer?
 (21) THE WITNESS: Yes. I could go on, but I won't.
 (22) BY MR. FRENKEL:
 (23) Q: I'm happy to let you go on if you feel that you
 (24) need to. Would you like to?
 (25) A: Let me just say that that's why I found that Time

(1) article so laughable that we were a, quote, "laundry,"
 (2) unquote, of some type. If anything, we were a sink. You
 (3) know, I mean I was there hat in hand every--I mean, it was
 (4) more the norm that I was there justifying and asking for a
 (5) loan than it was when I--you know, I could go a month
 (6) without having to go over there. And I didn't enjoy it
 (7) either.
 (8) Q: And when you say "there" and "over there," you're
 (9) referring to the RNC?
 (10) A: Yes.
 (11) Q: From the time you were hired at NPF--really, I
 (12) guess, the time that you sort of had a fair understanding of
 (13) the operation of NPF--obviously, that takes some time when
 (14) you first come on--until the time you first became aware of
 (15) any discussion of getting loan from Signet Bank or some
 (16) other bank in excess of, say, \$2 million, what steps did you
 (17) take to try to make sure that the NPF would operate in
 (18) surplus rather than at a deficit?
 (19) MR. SPAEDER: So I understand the question, we're
 (20) pre-November of 1994 and you're asking, apart from the loan
 (21) guarantee that was procured from Young Brothers Development
 (22) to collateralize a loan by Signet, what, if any, other
 (23) efforts he engaged in to try to ensure that the Forum
 (24) operated other than at a loss?
 (25) MR. FRENKEL: That's a fair summary of the

(1) question, yes.
 (2) MR. SPAEDER: I will object to that question and
 (3) instruct the witness not to answer. To the extent that
 (4) counsel addresses any questions with regard to the Young
 (5) Brothers Development loan guarantee, you should answer those
 (6) questions, but I don't understand that his question
 (7) addresses that issue.
 (8) BY MR. FRENKEL:
 (9) Q: Prior to any discussion relating to the Young
 (10) Brothers Development loan guarantee for the National Policy
 (11) Forum, did you have any conversations with Haley Barbour
 (12) about steps that you or others recommended to improve the
 (13) financial condition of the NPF?
 (14) MR. SPAEDER: Objection. Same instruction.
 (15) BY MR. FRENKEL:
 (16) Q: In the same period of time, which is before any
 (17) discussion of the loan guarantee from Young Brothers
 (18) Development, did you have any conversations with individuals
 (19) at the RNC other than Mr. Barbour about how to improve the
 (20) financial condition of the NPF?
 (21) MR. SPAEDER: Objection. Same instruction.
 (22) BY MR. FRENKEL:
 (23) Q: For the same period of time, did you have any such
 (24) conversations with Scott Reed or others who, as far as you
 (25) knew, reported to or worked directly for Mr. Barbour at the

(1) RNC?
 (2) MR. SPAEDER: Same objection, same basis, same
 (3) instruction.
 (4) BY MR. FRENKEL:
 (5) Q: In the same of period, did you have conversations
 (6) on the topic of how to improve the financial condition of
 (7) the NPF with anyone other than members of the NPF, officers
 (8) and directors, or the RNC? I guess the question is anyone
 (9) outside of the groups that I've just asked about and an
 (10) objection has already been tendered.
 (11) MR. SPAEDER: Same objection, same instruction.
 (12) BY MR. FRENKEL:
 (13) Q: When did you first learn that the National Policy
 (14) Forum was thinking about getting a loan guarantee or other
 (15) type of loan to improve its financial condition?
 (16) A: As I recall, it would have been May, maybe give or
 (17) take 30 days or so. It could have been April, it could have
 (18) been June.
 (19) Q: Which year?
 (20) A: Of '94.
 (21) Q: How did you first come to learn about the
 (22) possibility of getting a loan from any entity other than the
 (23) RNC for NPF?
 (24) A: Well, it was--with each trip to the font, it
 (25) became increasingly difficult to get loans. Money was

(1) tighter and tighter and tighter as the summer--the spring
 (2) and into the summer, and I realized I was having to not just
 (3) justify every penny expenditure, but I was increasingly
 (4) having to fight for it. It was not a pleasant experience.
 (5) I had a lot of other worries. Is that responsive?
 (6) Q: It is.
 (7) Were those--the fights that you just described,
 (8) were those--
 (9) A: I wasn't having fights, but you know.
 (10) Q: The conversations regarding the topic about
 (11) potential loans or just essentially the financial condition
 (12) of the NPF--were those held with anybody other than Scott
 (13) Reed or Jay Banning?
 (14) MR. SPAEDER: Are we referring now to
 (15) conversations before November?
 (16) MR. FRENKEL: Yes, the conversations, though,
 (17) specifically in relation to this testimony about--this is in
 (18) relation to obtaining a loan from some source. But, yes,
 (19) the question is--I believe his testimony was either April,
 (20) May or June of '94.
 (21) MR. SPAEDER: You can answer the question so long
 (22) as you confine your answer to any discussions regarding
 (23) obtaining a loan from Signet.
 (24) THE WITNESS: And the question is who I talked to
 (25) about obtaining a loan?

(1) BY MR. FRENKEL:
 (2) Q: No. I guess my question was you testified that
 (3) you had to make these presentations to people at the RNC in
 (4) order to justify getting the loan, and sometimes--I'm sorry.
 (5) A: I'm sorry. Can I--
 (6) Q: Yes, sir.
 (7) A: I think what I meant to say was I made
 (8) presentations, arguments, presented data in a continuing
 (9) effort to keep NPF funded, to get loans from the RNC, which
 (10) proved to be increasingly, increasingly difficult as the
 (11) spring and summer wore on.
 (12) Q: I'm sorry. Maybe I was--that's what I was
 (13) referring to, and that process of continuing to fund the NPF
 (14) from the RNC. With whom did you have those discussions?
 (15) A: Primarily Scott Reed.
 (16) Q: Was Jay Banning involved in any of the
 (17) discussions?
 (18) A: Only to the extent of--Reed either made the
 (19) decision or referred it to Haley, and Banning was brought
 (20) into it only to implement it.
 (21) Q: Did you have any understanding as to why it was
 (22) that it was becoming harder to obtain funding for the NPF as
 (23) the summer of '94 wore on--funding from the RNC?
 (24) MR. SPAEDER: I object, but I'll permit him to
 (25) answer your question.

(1) **THE WITNESS:** Only offhand comments that, you
(2) know, demands on their cash because of the upcoming
(3) campaigns and everything were putting increasing pressure on
(4) the cash position. Much of it was unanticipated, plus, you
(5) know, I didn't fall off the turnip wagon last night. I
(6) realized that the closer you got to the fall, the more--
(7) there's more money going out than coming in, and so it
(8) wasn't a news flash that they were getting stringy.

(9) **BY MR. FRENKEL:**

(10) **Q:** And when you--just to make clear what you mean by
(11) the fall and the campaign, you're referring specifically to
(12) the November 1994 mid-term elections?

(13) **A:** Yes.

(14) **Q:** What--excuse me one second.

(15) Following this conversation--maybe I'm not--you
(16) may have testified to it and so I apologize because I've
(17) already forgotten. But when you--talking now about getting
(18) funding from some source other than the RNC to fund the
(19) operation of the NPF, which you said may have taken place in
(20) April, May or June 1994, do you recall with whom you had
(21) that conversation or how you first learned that?

(22) **MR. SPAEDER:** I'm confused now by the question.

(23) **MR. FRENKEL:** I'm trying to return to his earlier
(24) testimony that the conversation took place--this is going to
(25) the Young Brothers Development guarantee.

(1) **MR. SPAEDER:** Okay, so this is when he first had
(2) discussions with anybody, not necessarily people at the RNC
(3) or Mr. Barbour, about the Young Brothers guarantee
(4) transaction?

(5) **MR. FRENKEL:** Yes. I guess I don't want to limit
(6) my question necessarily to the Young Brothers guarantee
(7) transaction unless it was already known in April or May or
(8) June when he was first having the discussion that it was--
(9) the guarantee would come from Young Brothers; I guess any
(10) source that would have provided the funds that later came
(11) from Young Brothers, though.

(12) **MR. SPAEDER:** All right. Well, since there is, to
(13) the best of our knowledge, only one loan guarantee in this
(14) case which, in fact, did come from Young Brothers
(15) Development, a USA corporation, I'm going to object and
(16) instruct him not to respond, except to the extent that your
(17) answer is required in order to explain your contacts with
(18) Young Brothers or the events leading up to your contact with
(19) Young Brothers. I think the Young Brothers loan guarantee
(20) transaction and the loan from Signet is an area of
(21) interrogation that is fair.

(22) Now, can you deal with that question?

(23) **THE WITNESS:** I'm trying to figure out how to walk
(24) this log. Well, you know, it didn't take a rocket scientist
(25) to realize that NPF was not a, you know--what's the term--

(1) qualified debtor. There were few banks that were going to
(2) loan NPF any money, so we couldn't just walk in. And I--you
(3) know, I didn't have to ask anybody to realize that. I
(4) didn't want to waste my time or anybody else's.

(5) And, well, that led to, you know--and as I said
(6) earlier, borrowing from the traditional source had become
(7) increasingly difficult, so it occurred--it seemed obvious to
(8) me the way to continue NPF's operations, continue to meet
(9) payroll and all of the other obligations it had, was to try
(10) to find a way to guarantee a note from a bank.

(11) Is that responsive to--

(12) **BY MR. FRENKEL:**

(13) **Q:** It is. What was it about the structure or
(14) operation of the NPF that made it difficult for the NPF to
(15) walk into a bank and receive a loan the way another business
(16) or entity would, even a (c)(4) organization?

(17) **A:** We were--we were--I don't know--pick a figure--
(18) \$1.5 million in debt, for God's sake, to the RNC. We had--
(19) you know, our source of income, to use a term, was voluntary
(20) donations that hadn't so far matched outgo. And, you know,
(21) if I were a bank vice president, I'd drive me out of
(22) business. This wasn't hard.

(23) **Q:** Other than obtaining a loan guarantee from someone
(24) or something, were there any other methods of financing the
(25) NPF that were explored prior to November 1, 1994, or prior

(1) to October 13, 1994?

(2) **MR. SPAEDER:** If your answer doesn't involve the
(3) Young Brothers and it occurred prior to the November 1994
(4) commencement of the campaign cycle, I'm going to instruct
(5) you not to respond, pursuant to objection.

(6) **MR. FRENKEL:** Just so you're--I just want to make
(7) sure, Mr. Spaeder, you're clear about what my question was.
(8) It was other methods besides a loan guarantee that NPF
(9) considered as a way of funding the NPF.

(10) **MR. SPAEDER:** But I think I still wish to lodge my
(11) objection and instruct the witness not to answer. It's
(12) prior to the campaign cycle and it relates to fund-raising,
(13) and I think it goes beyond the general information that
(14) we've permitted the witness to give you. And it doesn't
(15) relate, as I understand the question, to the Young Brothers
(16) loan guarantee.

(17) **BY MR. FRENKEL:**

(18) **Q:** What was the first mention of using a loan
(19) guarantee to fund the NPF that you recall?

(20) **MR. SPAEDER:** Are you referring now to the Young
(21) Brothers loan guarantee or to--

(22) **MR. FRENKEL:** Counsel, I'm not referring
(23) specifically to the Young Brothers guarantee in the sense
(24) that we've not established, and I'm sure you do not want to
(25) stipulate, that the only possible source of the guarantee

(1) was Young Brothers Development. So if there were other
(2) entities that were considered to be the loan guarantor or
(3) the first mention was just a concept of using a loan
(4) guarantor without any particular company or individual being
(5) identified, that is why--that's what my question goes to,
(6) not specifically to Young Brothers Development.

(7) **MR. SPAEDER:** Okay. That question, under my
(8) perception of the appropriate ground rules, is too broad,
(9) and so I object and instruct you not to answer. We're going
(10) to respond to what actually happened and that would be the
(11) decision to talk about the Young Brothers loan guarantee and
(12) any facts you know about that matter. But if it occurred
(13) before November of 1994 and did not involve the Young
(14) Brothers Development Company or Ambrous Young, I instruct
(15) you not to answer.

(16) **BY MR. FRENKEL:**

(17) **Q:** When was the first time you heard the name Young
(18) Brothers Development or any variation of it or Mr. Ambrous
(19) Young or any of his sons as a possible source of loan
(20) guarantee to the NPF?

(21) **A:** Again, probably May, maybe June.

(22) **Q:** 1994?

(23) **A:** Yes. If you say it was April I wouldn't argue
(24) with you, it was somewhere in that area.

(25) **Q:** At the time, April, May or June, whenever it was,

(1) that instance, how did you first hear the name, Young
(2) Brothers Development or Mr. Young or people associated with
(3) them?

(4) **A:** From Fred Volcanssek.

(5) **Q:** Do you recall the context of your conversation or
(6) how you learned that information from Mr. Volcanssek?

(7) **A:** We, well, as I think I mentioned earlier, Fred was
(8) a friend of mine of long standing. And I discussed this
(9) problem with him including a number of options and this came
(10) up as one of those options.

(11) **Q:** What were the other options that you discussed
(12) with Mr. Volcanssek?

(13) **MR. SPAEDER:** If these discussions, whenever they
(14) were, occurred before November of 1994 and did not involve
(15) the Young Brothers, I object and instruct you not to answer.

(16) **BY MR. FRENKEL:**

(17) **Q:** Did the other options you referred to in this
(18) conversation with Mr. Volcanssek involve other individuals,
(19) private individuals who might guarantee a loan to Young
(20) Brothers Development? I'm sorry, a loan to the National
(21) Policy Forum?

(22) **MR. SPAEDER:** Objection and same instruction. I
(23) will continue to object to questions pre-dating November of
(24) 1994 that relate to discussions, options, plans which never
(25) materialized regarding the loan guarantee that ultimately

(1) was executed by the Young Brothers.
 (2) Although as indicated in my preliminary statement,
 (3) having let the witness talk about the Young Brothers
 (4) guarantee, I understand you would like to make a record
 (5) though.
 (6) So, we may have to go back and forth on these
 (7) issues for a little while.
 (8) **MR. FRENKEL:** Sure. I appreciate your position,
 (9) Mr. Spaeder, but you, as you anticipated I do need to make a
 (10) record.

BY MR. FRENKEL:

(11) **Q:** Mr. Denning, did any of the options you discussed
 (12) with Mr. Volcansek in the conversation you testified to,
 (13) either in April, May, somewhere in that area of 1994,
 (14) concern whether any non-United States citizens could put up
 (15) the funds needed by the National Policy Forum?

(16) **MR. SPAEDER:** Objection, same instruction.

BY MR. FRENKEL:

(17) **Q:** Did any of the options you referred to in this
 (18) conversation with Mr. Volcansek concern monies that could be
 (19) provided by non-U.S. corporations?

(20) **MR. SPAEDER:** Same objection, same basis, same instruction.

BY MR. FRENKEL:

(21) **Q:** Did any of the options you discussed with Mr.

(1) Volcansek in the conversation concern monies that could be raised from U.S. subsidiaries of non-U.S. corporations?

(2) **MR. SPAEDER:** Same objection, same instruction.

BY MR. FRENKEL:

(3) **Q:** Did any of the options you discussed with Mr.
 (4) Volcansek concern whether any single U.S. corporation could
 (5) be the source of the funds needed by the NPF?

(6) **MR. SPAEDER:** Same objection, same instruction.

BY MR. FRENKEL:

(7) **Q:** Did any of the options discussed with Mr.
 (8) Volcansek include whether members of Congress could solicit
 (9) funds in the amount needed by the NPF from any source
 (10) whatsoever?

(11) **MR. SPAEDER:** Same objection, same instruction.

BY MR. FRENKEL:

(12) **Q:** Did any of the options you discussed with Mr.
 (13) Volcansek in that conversation address the appropriateness
 (14) of members of Congress approaching corporations or
 (15) individuals to raise funds for the National Policy Forum's
 (16) needs?

(17) **MR. SPAEDER:** Same objection, same grounds, same instruction.

BY MR. FRENKEL:

(18) **Q:** Did any of the options you referred to in your conversation with Mr. Volcansek include discussions about

(1) whether other elected officials, Federal, State or local, could approach any source, whatsoever, to obtain the funds needed by the National Policy Forum?

(2) **MR. SPAEDER:** Same objection, same instruction.

BY MR. FRENKEL:

(3) **Q:** Did any of the options you discussed with Mr.
 (4) Volcansek include a discussion of the appropriateness of
 (5) whether an elected official, Federal, State or local, could
 (6) approach an entity to obtain the funds needed by the NPF?

(7) **MR. SPAEDER:** Same objection, same instruction.

BY MR. FRENKEL:

(8) **Q:** What happened as a result of your conversation
 (9) with Mr. Volcansek considering various options under
 (10) consideration?

(11) **MR. SPAEDER:** Are you confining your question, counsel, to further developments with Young Brothers Development or globally?

(12) **MR. FRENKEL:** I am back in the time frame, April, May, June, 1994, after we just made the record about the options and essentially I'm asking what happened next?

(13) So, it's not necessarily confined to Young Brothers Development, it's a more general question of what was the next thing said or done in relation to the conversation he was testifying about.

(14) **MR. SPAEDER:** Maybe I can expedite this. Let me

(1) just take a moment.
 (2) **MR. FRENKEL:** Sure.
 (3) [Witness conferring with counsel.]
 (4) **MR. SPAEDER:** As I understand his answer, under
 (5) the grounds I'm trying to follow, you'd be entitled to his
 (6) answer.

BY MR. FRENKEL:

(7) **Q:** Would you like the question?
 (8) [The Reporter read back the requested portion of
 (9) the record.]

(10) **MR. SPAEDER:** If I understand Mr. Denning's expected response it is going to deal with the Young Brothers relationship, is that correct, Mr. Denning?

(11) **THE WITNESS:** Yeah.

(12) **MR. FRENKEL:** Do you want to confer? You are free to confer with Mr. Spaeder if you want.

(13) **THE WITNESS:** Is he asking me what I did next with Young Brothers or what I did next, period?

BY MR. FRENKEL:

(14) **Q:** My question is what you did next, period.

(15) **A:** That's that I thought.

(16) **MR. SPAEDER:** If the answer to that question-
 (17) okay, I object to that question to the extent that it may
 (18) call for a discussion of any matters other than the ultimate
 (19) relationship with Young Brothers Development and I instruct

(1) you not to answer it. I think counsel will probably now follow with a question that will eventually get us to Young Brothers.

BY MR. FRENKEL:

(2) **Q:** What was the next-

(3) **MR. SPAEDER:** There may be some stops along the way.

(4) **MR. FRENKEL:** Or reversals along the way, once I get to the next stop.

BY MR. FRENKEL:

(5) **Q:** What was the next action you took and that could be either a conversation or a meeting, a memo, anything like that, in relation to Young Brothers Development relating to the loan guarantee for the NPF?

(6) This is now following your conversation in April, May, June of 1994 with Mr. Volcansek?

(7) **A:** As I recall, I think the next thing was I discussed the possibility of this kind of a guarantee at the RNC and whether or not we should pursue it.

(8) **Q:** With whom do you recall-I am sorry, were you done?

(9) **A:** Yes.

(10) **Q:** With whom do you recall having those kinds of conversation you just testified at the RNC?

(11) **A:** I think I discussed it with Don Fierce, initially

(1) and then possibly with Reed.

(2) **Q:** Scott Reed?

(3) **A:** Hmm-hmm.

(4) **Q:** You have to give a yes or a no.

(5) **A:** I'm sorry, yes.

(6) **Q:** Do you recall what they said to you? Well, I guess let's back up one second. This meeting at the RNC, was it in the office space of the Republican National Committee, if you recall?

(7) **A:** I really don't recall.

(8) **Q:** Wherever this meeting took place, do you recall whether both Mr. Fierce and Mr. Reed were present either by telephone, either on a conference call or physically in the room with you?

(9) **A:** I, I would seem to recall that they were separate conversations. And I don't recall if it was in person or-I am pretty sure they weren't together though.

(10) **Q:** Do you have any recollection as to which of those two individuals, Mr. Fierce or Mr. Reed, you spoke to first about the loan guarantee?

(11) **A:** No.

(12) **Q:** Do you have any recollection as to whether the two conversations took place on the same day or just a matter of hours or minutes apart?

(13) **A:** No. They were in fairly short sequence, but I

(1) don't know.

(2) Q: Do you recall as you're sitting here today
(3) whether, whomever it was you spoke to second of that group,
(4) Mr. Fierce or Mr. Reed, that second individual had already
(5) spoken to the first one, again, either Fierce or Reed, about
(6) the subject matter of a loan guarantee to the NPF?

(7) A: I seem to remember they were separate
(8) conversations and I don't remember having the sense that
(9) they had, you know, talked together and were giving me an
(10) answer. It was more of a, you know, kind of a green light
(11) kind of a thing, to explore the possibility.

(12) MR. SPAEDER: I want to counsel the witness to
(13) understand what I believe they are both talking about and
(14) that is the discussions which ultimately led to the Young
(15) Brothers loan guarantee transaction. Now, is that what you
(16) intended to tell counsel?

(17) THE WITNESS: Yes.

(18) MR. SPAEDER: I think that's what counsel asked
(19) but I just wanted to be sure we weren't talking past each
(20) other.

(21) BY MR. FRENKEL:

(22) Q: As best as you can recall, can you describe the
(23) contents of the conversations? If you can do it by what you
(24) remember saying to Mr. Reed and he said back to you or Mr.
(25) Fierce and what he said back to you or if it's just sort of

(1) a giant blend in your mind, however it is that you can
(2) recall it, if you can just try to relate the substance of
(3) either or both of those conversations as best you can today.

(4) A: Well, when it was first the, you know, I was
(5) really getting Don's advice.

(6) Q: Mr. Fierce?

(7) A: Fierce's advice as to the feasibility, the
(8) advisability, more the advisability of NPF getting a
(9) guarantor for a commercial bank loan. Kind of in the scheme
(10) of things did that make sense? We didn't know what the
(11) future was, we knew what our spending rates were currently.
(12) We didn't really have a clear picture of what the life of
(13) NPF was but, you know, in doing this we would be taking on a
(14) fairly long-term obligation.

(15) Did that make sense? And the answer, I guess,
(16) was, yes. I don't remember clearly but we proceeded.

(17) And I guess I must have described in general terms
(18) Young and Young Brothers Development, and, you know, we
(19) didn't see any reason not to proceed. So, we proceeded.

(20) Q: Was the source of your information about Mr. Young
(21) and Young Brothers Development Fred Volcansek?

(22) A: Yes.

(23) Q: Did you have any, did you have knowledge from any
(24) other source about either Mr. Young or the Young Brothers
(25) Development other than Mr. Volcansek?

(1) A: No.

(2) Q: You just described in the conversation or
(3) conversations you had with Mr. Fierce and/or Mr. Reed, where
(4) you discussed whether it was feasible to do this. Other
(5) than your answer to the, your testimony on that question
(6) about, at least one item was, the length of time the NPF
(7) might be around, were there other reasons, at least in your
(8) mind, that obtaining a loan guarantee from any entity,
(9) including Young Brothers Development, might not be
(10) feasible?

(11) A: Well, as I said earlier, you know, walking into a
(12) commercial bank wasn't feasible. I didn't have people
(13) knocking on my door offering to loan me two million bucks.
(14) You know, in seeking the-it was more of a sounding board
(15) kind of a conversation.

(16) You know, as I said, I realized we were taking on
(17) a long-term obligation here because we were, I don't think
(18) at that point in time I knew the exact figure, but we were
(19) talking about a substantial amount of money, a million-and-
(20) a-half up, that would require some lengthy period of time to
(21) pay back. And before I took on that kind of an obligation
(22) on behalf of NPF I wanted, you know, some, a reality check
(23) that we would be around to honor the obligation and there
(24) was a way of doing it.

(25) So, that's what that thing was all about.

(1) Does that--

(2) Q: Thank you.

(3) Did you have any conversations with Mr. Barbour,
(4) either in his role as chairman of the NPF or chairman of the
(5) Republican National Committee about the feasibility and
(6) appropriateness of National Policy Forum taking on the kind
(7) of obligation you just described?

(8) I guess to narrow it further, I guess the time
(9) frame would be prior to these conversations with Mr. Fierce
(10) and/or Mr. Reed?

(11) A: Not that I recall.

(12) Q: In your conversations with either Mr. Fierce or
(13) conversation, well, leave it plural, with either Mr. Fierce
(14) or Mr. Reed or both, did the names of any entity, other than
(15) Young Brothers Development or Mr. Young, personally, come up
(16) as a possible source of the guarantee?

(17) MR. SPAEDER: I object and instruct you to answer
(18) that only to the extent that the name of Young Brothers
(19) Development or Ambrous Young came up.

(20) In other words, my position is that with respect
(21) to any events pre-dating November of 1994, the only person
(22) or candidate for a loan guarantee status about which you
(23) should give testimony is that of Young Brothers Development.

(24) I don't know if you can answer counsel's question
(25) the way he framed it, subject to my instruction or not.

(1) THE WITNESS: If I understood the question
(2) correctly I can't.

(3) MR. SPAEDER: All right.

(4) BY MR. FRENKEL:

(5) Q: Why was it in April, May, June 1994, whenever
(6) these conversations took place, with Mr. Fierce and Mr.
(7) Reed, you felt it was necessary to inquire of them whether
(8) the NPF should get a loan guarantee from any source,
(9) including Young Brothers Development?

(10) MR. SPAEDER: Let me confer with my client. Maybe
(11) we can expedite this. Maybe there is a way through this
(12) subject matter that is less awkward.

(13) MR. FRENKEL: Sure.

(14) [Witness conferring with counsel.]

(15) MR. FRENKEL: Back on the record.

(16) BY MR. FRENKEL:

(17) Q: Mr. Denning, I've had an off the record
(18) conversation which Mr. Perry was also here for, of course,
(19) with your counsel. If I were to ask you any question
(20) relating to the loan guarantee which NPF eventually received
(21) from Young Brothers Development, and if the questions I were
(22) to ask related to any other entity that was considered in
(23) any other conversation not devoted to the subject of Young
(24) Brothers Development or Mr. Young, himself, as the entity
(25) guaranteeing the loan, would you be prepared to answer

(1) questions about that today?

(2) MR. SPAEDER: Counsel, as I indicated, I would
(3) object and instruct the witness not to answer, although I
(4) would advise him to respond to questions about the guarantee
(5) that, in fact, occurred in this case from Young Brothers
(6) Development.

(7) BY MR. FRENKEL:

(8) Q: I think now we are back to the, following the
(9) conversation you had with Mr. Fierce and Mr. Reed, what was
(10) the next development that you were aware of relating to the
(11) loan guarantee provided by Young Brothers Development or--
(12) well, strike that question.

(13) Start with this. Following the conversation you
(14) had with Mr. Fierce and Mr. Reed was a determination made,
(15) at that point--and this is April, May, June 1994--that the
(16) Young Brothers Development and/or Mr. Young would be the
(17) entity to guarantee the loan?

(18) A: Well, at that stage I think it is fair to say that
(19) we were exploring the possibility not that they would be the
(20) one but that we were putting some thought and effort into
(21) developing that as a possibility.

(22) Q: Is it fair to say then that if I were to ask that
(23) question about any other entity that Mr. Spaeder will pose
(24) an objection to those series of questions and give you an
(25) instruction not to answer?

(1) MR. SPAEDER: That's correct. If it occurred
(2) prior to November of 1994.

(3) BY MR. FRENKEL:

(4) Q: Following your conversation with Mr. Fierce and
(5) Mr. Reed was any decision reached at the time about whether
(6) Mr. Young would personally provide the funds to be used in
(7) the loan guarantee or whether those would come from a
(8) corporation he controlled?

(9) A: The discussion was always about Young Brothers
(10) Development.

(11) Q: Was there--I am sorry.

(12) A: It was always about Young Brothers Development
(13) Company.

(14) Q: Was there any discussion relating to the Young
(15) Brothers Development guarantee about whether Mr. Young would
(16) provide personal funds as opposed to corporate funds for the
(17) guarantee?

(18) A: No.

(19) Q: Is it fair to say that following your
(20) conversations with Mr. Fierce and Mr. Reed you received the
(21) green light that you had been looking for to continue
(22) pursuing the loan guarantee?

(23) A: Yes.

(24) Q: To your knowledge, was Haley Barbour consulted by
(25) anyone prior to your moving forward on the arrangements for

(1) the loan guarantee by Young Brothers Development?

(2) A: I don't know that for sure. I assume that
(3) somebody briefed him. But I did not, I don't recall a
(4) specific conversation saying this makes sense, go ahead.

(5) And that's at that point all I was looking for was
(6) a green light to explore it.

(7) Q: Based on your experience at the NPF and your
(8) dealings with Mr. Barbour, would it be fair to say that if
(9) Mr. Barbour learned of the proposal to have Young Brothers
(10) Development guarantee the loan and objected to that proposal
(11) that you would have heard about it?

(12) A: Oh, yes.

(13) Q: Is it fair to say that you did not, in fact, hear
(14) from him or through his chain of command or delegates, as I
(15) think you've called them today, that he did, in fact, object
(16) to Young Brothers Development providing the guarantee?

(17) A: I think that's right.

(18) Q: Let me try and clean up that question. I can see
(19) how it--it took a few turns before it finished coming out my
(20) mouth.

(21) Did you ever learn from any source that Mr.
(22) Barbour, in fact, objected to Young Brothers Development
(23) being the source of the loan guarantee to the National
(24) Policy Forum?

(25) A: No.

(1) Q: Following the green light you received from Mr.
(2) Fierce and Mr. Reed, what steps did you take next to pursue
(3) the loan guarantee from Young Brothers Development?

(4) A: I asked Fred Volcansek to introduce and explore
(5) the possibility of--and as I understood it, his contact with
(6) Mr. Young. I don't even know if he knew Mr. Young, but he
(7) knew of Mr. Young because of his association with Steve and
(8) Dick Richards. And, so, I authorized Fred to explore the
(9) possibility with or through them.

(10) Q: Do you recall what, if any, instructions you gave
(11) Mr. Volcansek about pursuing the idea with either Steve
(12) Richards, Dick Richards, Mr. Young or the Young Companies?

(13) A: Only that, you know, the amount we were interested
(14) in borrowing was plus or minus two million. And I supplied
(15) him with material about NPF, what was the program, and that
(16) it was a guaranteed.

(17) MR. PERRY: I'm sorry, could you read back that
(18) question, I'm not sure I heard it.

(19) [The Reporter read back the requested portion of
(20) the record.]

(21) MR. PERRY: I think he's testified about Young
(22) Brothers Development, a Florida company and I don't think he
(23) has testified about Young Companies. So, to that extent I
(24) have a problem with the question in that it is somewhat
(25) misleading.

(1) MR. SPAEDER: Let me ask you, Mr. Denning to be
(2) precise with respect to your terminology, it may be
(3) important to some of the investigators to understand the
(4) distinction, if you made it in your own mind between Mr.
(5) Young, personally, his foreign companies, his domestic U.S.
(6) companies and any other companies. And, so, for purposes of
(7) testimonial precision try to bear that in mind when you
(8) answer the questions.

(9) BY MR. FRENKEL:

(10) Q: I'm not sure if prior to Mr. Perry's objection,
(11) had you finished your answer to the question about
(12) instructions to Fred Volcansek?

(13) A: That's all I recall and as clarification,
(14) throughout those negotiations I was dealing with Young
(15) Brothers Development Florida, period. That was the entity
(16) that was on the other side of the table.

(17) Q: Did Mr. Volcansek ever inform you prior to the
(18) signing of the loan documents on or about October 13, 1994,
(19) that Young Brothers, the Florida Corporation known as Young
(20) Brothers was affiliated with a Hong Kong company bearing the
(21) name Young Brothers Development Limited or any other sort of
(22) name that might have been used?

(23) A: I don't remember.

(24) Yeah, I don't remember a specific name but he
(25) informed me, I was aware that it was Hong Kong, there was a

(1) Hong Kong connection, it was owned by or a subsidiary of, or
(2) whatever. But, you know, frankly, it didn't matter. We
(3) were a 501(c)(4) and it didn't matter.

(4) So, I didn't put a lot of time into worrying about
(5) subsidiary, wholly owned, what the legal relationship was
(6) between the Florida company and the parent.

(7) Q: Thank you. I think you have testified to this
(8) already and I certainly don't intend to put words in your
(9) mouth and even if I tried Mr. Spader would stop me, but is
(10) it fair to say that the relationship you just testified
(11) about, whatever relationship there might have been between
(12) the Florida Young Brothers Company and the Hong Kong Young
(13) Brothers Company didn't matter to you because as far as you
(14) understood the National Policy Forum could raise money from
(15) anyone, any entity, whether or not it was a U.S. entity, is
(16) that a fair?

(17) A: It's fair.

(18) Q: Did it--

(19) A: I would add that I didn't invent that out of whole
(20) cloth. There was a ton of legal advice I got that was
(21) exactly the case and I asked repeatedly through this process
(22) to make sure we were, you know, proceeding the way we
(23) should.

(24) Q: Who do you recall consulting with about the
(25) question about whether it was proper to get the loan

(1) guarantee or not from Young Brothers Development?

(2) A: I believe, well, it changed over time but at that
(3) point in time, I think Linda Long was who I talked with.

(4) Q: Do you recall anyone else that was involved during
(5) the period of time that it first surfaced as an idea that
(6) Young Brothers Development would do the loan guarantee until
(7) the documents were signed on or about October 13, 1994?

(8) A: Oh, yeah.

(9) Q: Who were some of those individuals?

(10) A: I don't have any--I got a whole bloody law firm
(11) that we paid a lot of money to paper over this transaction
(12) and make sure it was squeaky clean.

(13) And I would be glad-go ahead.

(14) Q: Is that the law firm of Baker & Hostetler, if you
(15) recall?

(16) A: Right on, counsel.

(17) Q: Were any other outside law firms involved in the
(18) representation concerning the legal review of the
(19) appropriateness of the loan guarantee by Young Brothers
(20) Development?

(21) A: They had their own counsel and reviewed it on
(22) their side.

(23) Q: So, I should clarify that question, thank you.

(24) Anyone else, any other outside counsel to the National
(25) Policy Forum that was involved?

(1) A: I'm not sure of this but I seem to remember that
(2) Long & Norcross from-I didn't consult directly with
(3) Norcross but my memory is he was in the mix somewhere there.
(4) Particularly at the early stages before it moved to Braden
(5) and the Baker Hostetler firm. And there may have been
(6) others.

(7) Q: I think you testified to this earlier, Mr. David
(8) Norcross is affiliated with the Blank, Rome law firm?

(9) A: Right. And as I stated earlier, Linda Long was
(10) experiencing some severe physical problems and was
(11) unavailable to me for long periods. And this could have
(12) been a period when Norcross stepped in and that may be why I
(13) remember, you know. This was not more than one or two
(14) conversations.

(15) Q: With Mr. Norcross?

(16) A: Right, *hmm-hmm*. And they were on the phone, I
(17) think, I don't even think they were in person.

(18) Q: And any time prior to signing the loan documents
(19) on October 13, 1994, did you learn from Mr. Volcansek or
(20) from any other source that Mr. Ambrous Tung Young was not a
(21) United States citizen?

(22) MR. PERRY: Let me, can we go off the record for a
(23) second?

(24) [Discussion off the record.]

(25) MR. SPAEDER: We can go on the record, I think the

(1) witness does understand the question.

(2) You can answer it.

(3) THE WITNESS: No, I can't remember it. Can you
(4) just say it again?

(5) BY MR. FRENKEL:

(6) Q: Sure. If I recall correctly, my question was,
(7) prior to signing the loan documents with Young Brothers
(8) Development on October 13, 1994, did you learn from Mr.
(9) Volcansek or from any other source whether Mr. Ambrous Tung
(10) Young was not a United States citizen?

(11) A: I asked and learned that he had been but was
(12) either in the process or had, whatever the term is, turned
(13) back his citizenship because of tax, not problems but there
(14) had been changes in the tax laws in a number of, as I
(15) understood it just from the press I think at the time, that
(16) there had been a number of wealthy individuals who had been,
(17) who were U.S. citizens, who were dual nationals, had decided
(18) for tax reasons to turn in, or whatever the term is, their
(19) citizenship.

(20) So, what his exact status was at that point in
(21) time, I can't testify to except I knew it was in, he either
(22) was still a U.S. citizen or he was in transition.

(23) Q: Do you recall from whom you learned that
(24) information?

(25) A: Fred Volcansek.

(1) Q: Do you recall when you learned that information
(2) from Mr. Volcansek?

(3) A: Sometime prior to signing the transaction off but,
(4) no, other than that.

(5) Q: Do you have any recollection whether you learned
(6) that Mr. Young was no longer a U.S. citizen from Mr.
(7) Volcansek closer to October of 1994 or closer to those first
(8) conversations in May or June?

(9) A: I don't, but you have to understand I didn't
(10) particularly care. The loan was with Young Brothers
(11) Development Florida and it was, and the company was owned by
(12) the, as I understood it, was controlled and owned by the
(13) sons who were U.S. citizens for all that that was worth but
(14) it was a U.S. company and I was a (c)(4) but even if it-I
(15) am going to shut up.

(16) Q: Do you-

(17) A: You get my point.

(18) Q: Do you recall whether you told anyone else after
(19) you had learned from Mr. Volcansek that Mr. Young was not a
(20) U.S. citizen, do you recall sharing that information with
(21) anyone else?

(22) MR. PERRY: I'm sorry, I don't mean to interrupt
(23) you, but I think he testified that his state of knowledge
(24) was somewhat different than that Ambrous Young was not a
(25) U.S. citizen, so, to the extent your question is phrased in

(1) that manner, I would like to indicate that I think it is a
(2) bit misleading. Go ahead.

(3) MR. FRENKEL: I think my question when we will see
(4) it on the record was no longer a U.S. citizen, but if I
(5) misstated it, I apologize and the correct situation of Mr.
(6) Young's citizenship is a matter of our deposition record or
(7) our understanding of it.

(8) MR. SPAEDER: I think he testified that his
(9) knowledge was that Mr. Young's status might have been in
(10) transition and I think your question now relates to what, if
(11) anything, did he do with that knowledge?

(12) MR. FRENKEL: That's correct.

(13) MR. SPAEDER: Such as it was.

(14) BY MR. FRENKEL:

(15) Q: That's correct, such as it was, whether your
(16) understanding at that time was that it was in transition or
(17) whether your understanding was that Mr. Young was a U.S.
(18) citizen?

(19) A: I don't recall clearly. I'm sure I informed Reed
(20) and/or Haley and/or Fierce, somebody over there.

(21) Q: Over there meaning the RNC again?

(22) A: Yes. But when I used that term, you know, I'm,
(23) please bear in mind that you said this earlier about you,
(24) know, Haley had those two hats. When I talked to him,
(25) without exception, it was as chairman of the National Policy

(1) Forum. I didn't have a relationship with him with his other
(2) hat on. And I dealt with his lieutenants in that same
(3) context. If I couldn't reach him, I dealt with Reed, not as
(4) an RNC official, but as somebody, a conduit for me to talk
(5) to my boss.

(6) And, similarly, with Fierce, he was a friend of
(7) long-time standing. In fact, he used to work for me. I
(8) trusted his advice and that's the context I talked to him
(9) in. So, if I went to them and said, I'm using "if" here
(10) because I don't remember clearly doing it even, but I
(11) probably did, just a heads-up, that this guy is either not
(12) or, you know, at somewhat a gray area. It was just in the
(13) context of getting advice and the point of all that is that
(14) I was dealing with a Florida company and I didn't care about
(15) Ambrous.

(16) And just one other thing for the record. That
(17) Time article, again, is the first time I knew his middle
(18) name was Tung. It was in the Time article. I thought that
(19) was really gratuitous. Anyway.

(20) Q: As far as you know, did you have any conversations
(21) with Baker & Hostetler at either Mr. Braden, Mr. Geppert or
(22) anyone working with them, in which you informed them that
(23) Mr. Ambrous Tung Young was his immigration status was
(24) either in transition or that he was no longer a U.S.
(25) citizen, do you recall whether you had a conversation of

(1) that sort with him?

(2) A: Not that I recall but if you told me I did, I
(3) wouldn't argue with you. You know, there was so much
(4) intercourse between Braden on our side and Becker on theirs,
(5) that whatever issues had to be vetted got vetted. I didn't
(6) worry about it.

(7) Q: Just so the record is clear, the Becker is Ben
(8) Becker?

(9) A: Right.

(10) Q: Do you know about, did you come to learn of any
(11) conversations that Mr. Volcansek might have had directly
(12) with Mr. Braden or other attorneys for the Baker, Hostetler
(13) firm?

(14) A: I don't recall any that he had directly. I mean
(15) he, his, he didn't have a relationship. They were, I was
(16) the client, not Volcansek.

(17) Q: Taking you back a little ways now, I think that
(18) period of time where we had just stopped before, going down
(19) this series of questions, was you had spoken with Mr.
(20) Volcansek--this is now in the period of time after you had
(21) the green light from Mr. Fierce and Mr. Reed about pursuing
(22) the loan guarantee from Young Brothers Development--if you
(23) can, do you recall approximately what month that might be
(24) where you have had this "instruction talk" with Mr.
(25) Volcansek? Recognizing that no one at the time probably

(1) considered it to be an instruction talk, we are just using
(2) that for purposes of clarity.

(3) MR. SPAEDER: Is the word, instruction, a term
(4) that you thought the witness used? Or I am confused. I
(5) thought he used the word, sounding board.

(6) MR. FRENKEL: It could have been in one of my
(7) questions, I believe-I mean at this point it's probably too
(8) hard to find in the record-I think I might have asked about
(9) whether he had given Mr. Volcansek any instructions about
(10) how to pursue the opportunity with Young Brothers
(11) Development.

(12) So, I'm not even clear that it's Mr. Denning's
(13) term. It may very well be my term. But that's the
(14) conversation I'm trying to get back to.

(15) BY MR. FRENKEL:

(16) Q: Do you recall when that conversation was, sir?

(17) A: It all, no. It is an easy answer. It all
(18) happened so fast that-and I'm a little troubled, I'm not
(19) being argumentative but your use of the word, instruction,
(20) or not instruction, but green light, from Mr. Fierce and Mr.
(21) Reed. It was a green-I mean I wasn't doing a Mother May I?
(22) It was more of a, this is an avenue I want to pursue, do you
(23) see anything, any reason not to?

(24) And not seeing a red light, I authorized Fred to
(25) sound out Richards and to them about does this pass the

(1) laugh test with you? Is this something that you think the
(2) Young Brothers might be capable of, interested in, et
(3) cetera, et cetera. And that, to answer your question, that
(4) was in-I mean this happened so fast, it, we're dealing with
(5) a sixty day or so window here and it was somewhere in that
(6) period. So, we're somewhere in June, maybe, probably early
(7) June.

(8) Q: Your last answer, the two of them, meant Steve
(9) Richards and Dick Richards, is that correct?

(10) A: That's correct.

(11) Q: Following that conversation with Mr. Volcansek,
(12) what was the next thing you learned about the Young Brothers
(13) Development guarantee?

(14) A: At some point, word came back to me from
(15) Volcansek, who I think got it from Richards, that, yes,
(16) let's talk. We'd like to help and it's worth a meeting at
(17) least.

(18) Q: What did-I am sorry.

(19) A: I don't know, Becker got into it there somewhere,
(20) too. That may have been probably about the first time I met
(21) him.

(22) Q: Do you have any recollection about when it was you
(23) heard back from Mr. Volcansek about the interest of the
(24) Young Brothers Development or Mr. Young?

(25) A: If you want me to guess, I will.

(1) Q: What is your best guess? I know it is very hard
(2) to remember.

(3) A: Late June or early July, maybe.

(4) Q: What did you do next?

(5) A: There you are going to lose me. I, the next event
(6) I remember is actually meeting the Young family.

(7) Q: When do you recall that meeting taking place?

(8) A: I'm awful on this. I mean I was trying to run a
(9) whole organization during this period. It was a dinner
(10) meeting and it was the one that was reported in Time
(11) magazine. And my guess is late July.

(12) Q: Do you recall where the meeting was?

(13) A: Sam and Harry's.

(14) Q: Here in Washington, D.C.?

(15) A: Hmm-hmm. It's the one the reporter nailed me on.

(16) Q: Do you recall who was present at the dinner at Sam
(17) and Harry's?

(18) A: No, it was a cast of thousands. Well, let's see.
(19) Let me go down, Haley, Fierce, Volcansek, myself, Mr. and
(20) Mrs. Young, Steve, Ann or Lorin-I can't remember if they
(21) were both there or not-Dick Richards, I think Steve
(22) Richards, I'm not sure of that, and some friend of Mr.
(23) Young's from United Technology, Pratt & Whitney.
(24) My impression was that he was a long-term friend
(25) and wasn't really there for the purpose of the dinner

(1) meeting, it was more of a they hadn't seen each other in a
(2) long time kind of thing.

(3) Q: Anyone else that you recall?

(4) A: If you got any names, I would be glad to confirm
(5) or deny but those are the-there could have been a couple of
(6) others, too, but I, those are the ones I remember.

(7) Q: I think it will be obvious but, from your answer.

(8) but when you said Mr. and Mrs. Young at the dinner, you were
(9) referring to Ambrous Young and his wife, is that right?

(10) A: That's right.

(11) Q: Do you know how the arrangements for the dinner
(12) were made in terms of who would be present?

(13) A: I don't really remember. I think that Fred and I
(14) must have talked about it and we talked to probably Steve
(15) Richards. But Benton Becker was there, too.

(16) I mean the three of us kind of each representing
(17) Young Brothers on one side and NPF on the other said, okay,
(18) who needs to be at this? And you had that core group and
(19) then, you know, Mr. Young brought Mrs. Young and his sons
(20) and so it was all-

(21) Q: You may have stated, I did not write down the
(22) list, I will confess. Was Fred Volcansek at the dinner?

(23) A: Yes.

(24) Q: And while you were at General Electric, did you
(25) have any business dealings with Mr. Young with his

(1) connections at Pratt & Whitney?

(2) A: You are devious. No.

(3) He sold a lot of engines over there, we probably
(4) should have.

(5) Q: Prior to that dinner meeting, which I think you
(6) believed took place sometime in late July of 1994, do you
(7) recall having conversations with each of the individuals
(8) who-

(9) A: If you turned around and said, Denning, I got to
(10) have it and said it was July 25th, it could have been 30
(11) day, late July, late August. Somewhere in that.

(12) Q: I think you are right. I think it is probably
(13) that last week of July I mean it might have been the 28th,
(14) 29th, 27th somewhere in that area. I was wondering but
(15) between the time you had that, I guess I will call it an
(16) expression of interest from Mr. Young that got filtered back
(17) through either Steve Richards or Dick Richards to Fred
(18) Volcansek to you, do you recall having conversations with
(19) others at the National Policy Forum about the topic of the
(20) loan guarantee from Young Brothers Development?

(21) A: Not only don't I recall, I don't, I would doubt
(22) that I had had any.

(23) Q: Do you recall having any conversations in that
(24) period with Haley Barbour or one of his lieutenants or
(25) delegates about the interest of Young Brothers Development?

(1) A: Not specifically. And, you know, we were
(2) proceeding. So, it was--

(3) Q: Did you take part in any briefing of Mr. Barbour
(4) prior to that dinner meeting in late July of 1994 to
(5) prepare him for what topics might be discussed and possible
(6) responses he might want to give?

(7) A: Not that I remember specifically. But Fred and I
(8) could have gone over there and briefed him, I just don't
(9) remember it.

(10) Q: Was it your practice when briefing Mr. Barbour to
(11) provide him with written materials or is he the kind of
(12) person where if you explained something orally it sinks in
(13) rather quickly?

(14) A: Both are true. It really was dependent upon his
(15) schedule. You know, if he was travelling you might give him
(16) a decision memo or a briefing paper. If he was in town and
(17) you could set up a meeting a lot of times it was just
(18) verbal. That one I suspect, I don't remember anything in
(19) writing.

(20) MR. FRENKEL: Mr. Spaeder, just in case there was
(21) anything in writing, I understand your position which we
(22) have talked about twice on the record, if there is writing
(23) that Mr. Denning has in his possession, custody and control,
(24) relating to any briefing materials he provided to Mr.
(25) Barbour in connection with that meeting, I would request on

(1) behalf of the minority that that be produced to the
(2) committee counsel.
(3) MR. SPAEDER: I'm not aware of any but I will take
(4) the request under advisement.
(5) MR. FRENKEL: Thank you, sir.
(6) Off the record.
(7) [Discussion off the record.]
(8) MR. FRENKEL: Back on the record.
(9) BY MR. FRENKEL:
(10) Q: Can you describe that dinner meeting as best you
(11) recall late July 1994?
(12) You don't have to tell me what food was served but
(13) the substance of the conversations.
(14) A: Haley explained NPF and what it was doing. And
(15) tried to relate it to the issues that Mr. Young and his sons
(16) had expressed an interest in, principally international
(17) trade but mainly the future of the U.S./Taiwan relationship.
(18) And Mr. Young talked at length about that topic, the
(19) Taiwan/China relationship. The U.S., the trilateral
(20) relationship there.
(21) And expressed his views on that. Indicated an
(22) interest in being able to express that in some public way
(23) and Haley mentioned that we published Commonsense and maybe
(24) we could entertain an article by him on that. He really
(25) liked that idea. And it was more of a, the meeting was

(1) really a kind of a first date. It was, you know, let's get
(2) acquainted kind of a thing. I don't remember that the issue
(3) of the guarantee was discussed or really any of that kind of
(4) technical details, it was more of a social thing.
(5) Q: As far as you knew, had Mr. Barbour and Mr. Young,
(6) Ambrous Young ever met before?
(7) A: Not that I'm aware of.
(8) I'm pretty sure they hadn't.
(9) Q: Did everyone at the table do their share of
(10) talking or was most of the talking done by Mr. Ambrous Young
(11) and Haley Barbour, if you recall?
(12) A: Most of it was by the two principles. I mean
(13) Ambrous, oriental families, he's clearly the head of it.
(14) And neither Mrs. Young nor the sons did much talking. And
(15) the other people on that side of the table were subordinates
(16) in that organization. Haley, on our side, was the senior
(17) official and my memory is the two of them had a lot of
(18) interchange and the rest of us kind of, as you know, how
(19) those things are.
(20) Q: Prior to that--
(21) A: It's not one that you want to put in your
(22) scrapbook and remember forever, at least, you know--it was
(23) another one of these Washington meetings.
(24) Q: Prior to that, let's call it late July 1994 dinner
(25) meeting at Sam and Harry's, had the National Policy Forum

(1) focused any appreciable extent on the U.S./China/Taiwan
(2) trilateral relationship?
(3) A: Boy. You're asking the wrong guy. I was making
(4) the trains run on time. If you went back through
(5) Commonsense you might--or the Policy Council you might--I am
(6) sure it came up but I don't know. It was a fairly hot
(7) topic.
(8) Q: Do you recall though whether a Policy Council or
(9) any sub-council, if there were such things, had addressed
(10) that particular topic?
(11) A: I don't know.
(12) Q: What, if anything, happened following that late
(13) July dinner meeting at Sam and Harry's? Were any, I guess,
(14) maybe one way of asking that is were there any agreements or
(15) discussions about next steps following that dinner meeting?
(16) A: At some point, I was informed, I think through
(17) Fred that they were willing to proceed if we were. And
(18) shortly after that we brought the lawyers into it, and
(19) contacted Signet Bank and that began a series of meetings
(20) and discussions and negotiations that culminated in mid-
(21) October.
(22) Q: Either at the July 1994 dinner meeting or before,
(23) was there any discussion that you were aware of intended to
(24) reach Mr. Young or people acting on his behalf that the work
(25) of the National Policy Forum would be important to possible

(1) Republican success in the mid-term 1994 elections?
(2) A: Not that I'm aware of.
(3) Q: Was there any discussion that would have been
(4) intended to reach Mr. Young or people acting on his behalf
(5) that the loan guarantee to the National Policy Forum would
(6) free-up money that the RNC could use in its effort to gain
(7) additional Congressional seats in the November 1994
(8) election?
(9) A: What's the front part of that?
(10) Q: Whether there was any discussion or communication
(11) that as far as you knew was intended to reach Mr. Young or
(12) people acting on his behalf?
(13) MR. PERRY: Let me just note that the term, "Free-
(14) up" is problematic but please continue.
(15) THE WITNESS: That came up but Fred and I, I
(16) believe talked about that as one of the reasons the RNC was
(17) anxious that the note be repaid. Because they had other
(18) uses for the money. It, frankly, was not a factor as far as
(19) I was concerned. You know, I was interested in trying to
(20) keep NPF funded and to the extent that this furthered that,
(21) was the incentive I had.
(22) Fred may have used that though as kind of--and
(23) here's another reason we hoped Young Brothers would help us,
(24) you know, would guarantee this note. It was not, however,
(25) the primary mover in any of this.

(1) BY MR. FRENKEL:
(2) Q: It was your understanding that whatever
(3) conversations you had had with Mr. Volcansek on the subject
(4) about additional funds being made available to the RNC
(5) because of the NPF being able to repay monies to them took
(6) place prior to that dinner meeting in July of 1994?
(7) A: Did that happen prior to that dinner meeting?
(8) Q: Yes, sir.
(9) A: I have no clue about that.
(10) And one other thing, bear in mind, please, that
(11) was money that was borrowed and had to be repaid. It wasn't
(12) extra cash into a system. It was money that was, at least
(13) my impression is that it was money that had been budgeted
(14) for other purposes all along that had been--I hate the word,
(15) siphon, but it had been put into, unexpectedly into NPF.
(16) Q: I don't want to hold you to a--I know you are not
(17) a lawyer--I don't want to hold you to a legal term or
(18) anything, but did you have any understanding during this
(19) period where you were attempting to get the loan guarantee
(20) from Young Brothers Development that there was any legal
(21) reason the RNC couldn't simply extend the due date the loans
(22) were due to be repaid by the NPF to the RNC?
(23) A: Not that I'm aware of. Except, let me just add to
(24) your question. My own incentive was to stop going through
(25) that pain every two weeks and get them off my back. I was

(1) trying to run an organization and I had enough problems
(2) without having to go justify a loan every two weeks.
(3) Have you ever done that? It's not fun.
(4) Q: You testified sort of in summary form about what
(5) happened after that July 1994 dinner meeting, I am just
(6) wondering again if you could go back to that time and think
(7) of what, did you have any responsibilities or were you given
(8) any tasks to do following that meeting to help facilitate
(9) the guarantee taking place?
(10) A: Following?
(11) Q: Yes, sir, following that meeting.
(12) A: Well, as I remember it, once the decision had been
(13) made by Young Brothers, YBD, to proceed, and we were ready
(14) to proceed on our side, they authorized turned on Becker and
(15) we got Braden and I think Steve Walker or I, I don't
(16) remember who called Signet, and we began those negotiations.
(17) First, my memory is that I may have met with
(18) Becker first, even before Braden got involved and before we
(19) started having--we were, we had some telephone meetings,
(20) conversations with officials of Signet before we--and we did
(21) a lot of work between the two parties before we brought
(22) Signet into it on a real day-to-day basis.
(23) Q: Was there any reason, in particular, that the NPF
(24) or all the parties, used Signet Bank, as opposed to some
(25) other bank?

(1) A: That's just-not that I'm aware of. That's who
 (2) the RNC had had a relationship with. When NPF was
 (3) incorporated or set up that's who the relationship was
 (4) established with so, it was natural and they were our
 (5) banker. So, it was, that's who we turned to.
 (6) MR. SPAEDER: By, "our banker" do you mean NPF's
 (7) banker?
 (8) THE WITNESS: NPF's banker.
 (9) BY MR. FRENKEL:
 (10) Q: And were you essentially the point person at the
 (11) NPF once the tentative decision had been made on all sides
 (12) to go forward with the guarantee from Young Brothers
 (13) Development to NPF?
 (14) Were you essentially the point person for NPF to
 (15) see that process through until the documents were signed?
 (16) A: Yes.
 (17) Q: And you need to give or were you asked to give
 (18) progress reports to anyone during the period once you, let's
 (19) call it, once you became the point person until the loan
 (20) documents were actually signed on October 13, 1994?
 (21) A: Only in the sense that every time I trooped back
 (22) over there for the two week loan-
 (23) Q: Over there meaning the RNC?
 (24) A: Right, for those weekly meetings with Reed, you
 (25) know, there was, he did say how is it going? And I would

(1) July 1994 dinner meeting where a written proposal was put
 (2) together to present to Mr. Young?
 (3) A: Yes.
 (4) Q: Do you recall when that proposal was prepared?
 (5) A: It was-As far as I remember, it was prepared
 (6) during September and October, leading up to the actual
 (7) consummation of the transaction in mid-October.
 (8) Q: Did you have any role in working on that document
 (9) that was submitted to Mr. Young?
 (10) A: Only ancillary. It was primarily a mixture of-It
 (11) was primarily the work of Baker and Hostetter, with Signet
 (12) Bank's input and with Becker's input. And Braden would
 (13) check with me from time to time on particular items. I
 (14) don't recall at this point a particular one, but I do
 (15) remember getting phone calls from him.
 (16) Q: Also, maybe my question was unclear. Right now
 (17) I'm not referring to drafts of the actual loan guaranty
 (18) documents or, you know, the transactional documents, but
 (19) just a more concrete proposal to Mr. Young about what it is
 (20) that the NPF wanted from him and why it wanted it from him,
 (21) not so much embodied in drafts of the loan documents.
 (22) A: You lost me.
 (23) Q: Sure. I'll try and restate that. I may have
 (24) misunderstood your answer. But the way I understood your
 (25) previous answer was more of a reference to drafts of-

(1) tell him.
 (2) Q: And can you describe a little bit the process of
 (3) how you developed the tentative agreement that Young
 (4) Brothers Development would guarantee the loan to getting to
 (5) the process where the documents were signed?
 (6) A: Ask the lawyers. I didn't concern myself with
 (7) that stuff. I was paying them a lot of money to worry about
 (8) this.
 (9) Just call me when it's ready to sign.
 (10) Q: If you can recall, I guess sort of what was your
 (11) involvement in terms of either dealing with Mr. Becker or in
 (12) deciding what should be handled by the lawyers and what you
 (13) and Mr. Becker would work. I trust that Mr. Becker was
 (14) basically the point person for Young Brothers Development?
 (15) A: Yes, right.
 (16) He and I had a number of discussions and by that I
 (17) mean maybe a half a dozen or even fewer two or three in
 (18) person and two or three on the phone, maybe, where he had a
 (19) number of questions about NPF's financial condition, how
 (20) much exactly did we owe the RNC, what did we anticipate
 (21) owing the RNC at that point in time when we hoped to close
 (22) the guarantee. What did fundraising look like? How did we
 (23) expect to repay this? He was very concerned on behalf of
 (24) his client that this note was going to be repaid.
 (25) This was not to be some-I mean he was really

(1) A: Right.
 (2) Q: -documents surrounding the actual signing of the
 (3) loan guaranty. And what I was referring to was not so much
 (4) those documents, but really any kind of document that had
 (5) been prepared for Mr. Young or his associates' use in having
 (6) them think more about going forward with the loan guaranty.
 (7) A: There could have been, but I don't recall a
 (8) specific-I suppose there was, but I don't recall a specific
 (9) document or instance.
 (10) MR. FRENKEL: I will mark a document, a two-page
 (11) document, as Denning Exhibit 1, and provide copies to Mr.
 (12) Perry and to Mr. Spaeder.
 (13) [Denning Deposition Exhibit
 (14) No. 1 was marked for
 (15) identification.]
 (16) MR. FRENKEL: For the record, the document has a
 (17) Bates range of 28 through 29. The heading is "National
 (18) Policy Forum Proposal for Ambrous Young, Monday, August 15,
 (19) 1994."
 (20) BY MR. FRENKEL:
 (21) Q: Take as much time as you need to review the
 (22) document.
 (23) You have now had an opportunity to review the
 (24) document?
 (25) A: Yes, I have.

(1) doing his due diligence on this thing and that was the
 (2) purpose, I think, of his conversations and meetings with me.
 (3) Once he got past that point, and the broad outlines of it
 (4) had been shaped, it was turned over to-he, for them and
 (5) Baker and Hostetter for us, and Signet because they laid in
 (6) their own set of requirements, and that then resulted in the
 (7) paper.
 (8) Q: Do you recall during this negotiation process, did
 (9) you have to make certain decisions along the way where your
 (10) lawyers or Signet said, okay, we can do it, you know, one
 (11) way or another way or, you know, something where here are
 (12) some proposed language and can you live with this-things, I
 (13) mean without being limited to that. But where you sort of
 (14) had to be called in to make some sort of decision to have
 (15) the process go forward?
 (16) A: I don't remember any specifics but I do remember
 (17) that Braden and I would be on the phone from time to time
 (18) and there would be draft documents that he would have me
 (19) look at but I don't remember a specific question that he
 (20) raised.
 (21) MR. FRENKEL: Off the record for a moment.
 (22) [Recess.]
 (23) MR. FRENKEL: Back on the record.
 (24) BY MR. FRENKEL:
 (25) Q: Mr. Denning, did there come a time following that

(1) Q: To your knowledge, have you ever seen this
 (2) document before, or some draft of this document?
 (3) A: It looks familiar. I probably saw a draft, or at
 (4) least discussed it. I don't remember this specific-this
 (5) particular document.
 (6) Q: Do you have any recollection of whether-
 (7) A: I'm sorry. I don't know if I'm reacting to the
 (8) concepts here, or, you know, the actual words, but-I'm
 (9) sorry.
 (10) Q: That's okay. Do you have any recollection whether
 (11) either the concepts or the words embodied in Denning Exhibit
 (12) 1 were prepared for the use of Mr. Ambrous Young on or
 (13) around the date of the document, August 15, 1994?
 (14) A: I don't have a specific recollection. I mean, I
 (15) take it for what it appears to be.
 (16) MR. SPAEDER: Well, he wants you to testify, as
 (17) best you recall, whether you've seen the document before.
 (18) There may be others who saw it and you did not. What's your
 (19) best recollection concerning Denning 1? Have you seen it
 (20) before today?
 (21) THE WITNESS: I may have. That's the best I can
 (22) do.
 (23) BY MR. FRENKEL:
 (24) Q: If you were not involved in the preparation of
 (25) Denning Exhibit 1, who do you believe would have been

(1) involved in writing up the information here?
 (2) A: This looks, it appears to me-Denning I appears to
 (3) me to be the product of maybe a Volcansek-Richards
 (4) collaboration, maybe with some input from me.
 (5) Q: What leads you to believe that Mr. Volcansek and
 (6) Mr. Richards may have collaborated on producing Denning
 (7) Exhibit 1, and thereby producing-And I don't mean the
 (8) actual act of producing the document to the committee, but
 (9) drafting the words?
 (10) A: Well, I meant my recollection is that they
 (11) collaborated in producing some of the early documents that
 (12) went to Young, went to YBD, and that this is one of those.
 (13) Q: When you mention Mr. Richards, do you have a
 (14) recollection whether it's Dick or Richard Richards, or
 (15) whether it's Steve Richards?
 (16) A: Steve Richards, I believe.
 (17) Q: Do you have any sense of who else within the NPF
 (18) might have seen Denning Exhibit 1 before it was sent to Mr.
 (19) Young, if it was sent to him?
 (20) A: I doubt if anyone other than myself-If I saw it,
 (21) I doubt anybody else would have.
 (22) Q: Do you have any sense or any understanding whether
 (23) Haley Barbour or one of his lieutenants or delegates would
 (24) have needed to have seen the Denning Exhibit 1 before it
 (25) would have been sent to Mr. Young?

(1) A: I don't know. I doubt it.
 (2) Q: Why do you doubt it?
 (3) A: Well, as I said, the concepts had been kind of
 (4) established at that dinner meeting at Sam and Harry's, and
 (5) this was simply, I think, a follow-up to that. It's kind of
 (6) a backgrounder. And as I said-I think it was a follow-up
 (7) to that meeting and, you know, they must have wanted
 (8) something in writing, and this is what Fred and, I guess,
 (9) Steve produced.
 (10) But I want to stress, I don't know the origin of
 (11) this. You asked me to speculate on my best guess, and
 (12) that's my best guess. I recognize some of the concepts
 (13) here. These words are familiar. That's the best I can do.
 (14) Q: Thank you. Turning to the first paragraph of
 (15) Denning 1-I'll try not to read all the words. And,
 (16) obviously, if Mr. Spaeder or Mr. Perry think I'm being
 (17) unfair in a characterization, I have no doubt that either
 (18) will provide the full text or the context of the text.
 (19) The phrase I'm interested in was starting at the
 (20) end of the first sentence there of the first paragraph,
 (21) "Haley Barbour believed that an independent center for the
 (22) exchange of ideas was needed to serve as a foundation to
 (23) reach out to the people of America as a result of the loss
 (24) of the 1992 presidential campaign. The NPF was established
 (25) by Chairman Barbour to accomplish this task." That's the

(1) end of the language.
 (2) Does that paragraph refresh your recollection in
 (3) any way as to whether one goal of the NPF was to enable
 (4) Republican candidates for federal offices to win election?
 (5) MR. PERRY: I'm a little confused with that
 (6) question. If you don't mind, could I have that one read
 (7) back so I can hear it?
 (8) [The reporter read back the requested portion of
 (9) the record.]
 (10) THE WITNESS: Absolutely not. The purpose of NPF
 (11) is exactly what it says in that paragraph. And I don't read
 (12) that paragraph as at all related to election, to the '92
 (13) election campaign-or, I'm sorry, to the '94 election
 (14) campaign. It was to do what it says there, to come up with
 (15) ideas, policy-period.
 (16) BY MR. FRENKEL:
 (17) Q: Was any purpose of the National Policy Forum to
 (18) facilitate the Republican Party in its effort to win the
 (19) White House in 1996?
 (20) A: Absolutely not.
 (21) Q: Moving down to the fourth paragraph of Denning
 (22) Exhibit 1, it says, "[Chairman Barbour] believes that-" in
 (23) the second sentence of the fourth paragraph of Denning 1 "-
 (24) believes that a committee to study these issues-" those
 (25) issues are U.S., China, and the Far East "-would best fit

(1) within the framework of either one policy council or another
 (2) policy council" that's identified in paragraph four of
 (3) Denning Exhibit 1.
 (4) Is it fair to say that the issues of the United
 (5) States, China, and the Far East were not already being
 (6) considered within an existing policy council of the National
 (7) Policy Forum?
 (8) A: No, I don't think it is fair. It would be fair to
 (9) say that those issues were within the competence of one or
 (10) both of those policy councils, but it's not accurate to say
 (11) that those issues were being actively considered. There
 (12) were other priorities that had engaged those two groups, and
 (13) I don't know the particular thing that the Young family was
 (14) concerned with-i.e., the U.S.-Taiwan-China relationship was
 (15) very high on those priority lists. Certainly not the first
 (16) one, and I don't remember it being on the hit parade of the
 (17) U.S. leadership policy council, either.
 (18) Q: I think it's clear from your answer, but I may
 (19) have gotten confused in the beginning. Is it your testimony
 (20) that U.S., China, and Far East issues were being covered by
 (21) the two policy councils, or they were not really a subject
 (22) of the study of the two existing policy councils?
 (23) A: Clearly, foreign policy was the charge of the U.S.
 (24) leadership policy council, as international trade was the
 (25) charge of the competing in the global marketplace policy

(1) council. The particular issue of the U.S.-China-Taiwan
 (2) relationship was not, to my knowledge, a focus of either.
 (3) And that is what was at issue here.
 (4) Q: Skipping down to the next-to-last paragraph of
 (5) Denning Exhibit 1, the document states, "What the NPF needs
 (6) from you-" "you" presumably being Mr. Ambrous Young "-is a
 (7) three-year loan guaranty in the amount of \$3.5 million to
 (8) either Chase Bank or Citibank." What do you recall about
 (9) the effort to obtain a loan for the NPF in excess of the
 (10) \$2.1 million which the NPF ultimately received on October
 (11) 13th, 1994?
 (12) A: I'm sorry, what do I recall about-
 (13) Q: The efforts to get a loan in excess of \$2.1
 (14) million.
 (15) A: I think that was discussed early on. As I said
 (16) earlier, you know, a continuing concern of mine was
 (17) operating funds for the organization and the increasing
 (18) difficulty of getting operating loans from the RNC. And I
 (19) believe I recall that at one point for a brief period we
 (20) talked about the possibility of a larger amount than was
 (21) owed the RNC at that point in time, in order to cover NPF's
 (22) operating requirements over some period. And I don't know
 (23) what time period that three-and-a-half related to. But it
 (24) quickly fell by the wayside, because I don't remember that
 (25) getting any serious discussion at all.

(1) Q: Do you recall whether you would have had
 (2) discussions about the \$3.5 million figure with either Mr.
 (3) Reed or Mr. Barbour?
 (4) A: I don't recall. I really do not.
 (5) Q: Do you have any recollection as to why-
 (6) A: I suspect-Let me-I'll add for you. I think-My
 (7) recollection is that that figure was invented-I'll use that
 (8) word, I guess-by us; by me, or by-in talking to Fred-as a
 (9) hypothetical. It was, "If we're going to get a guaranty,
 (10) let's get one that's big enough to handle all of our
 (11) requirements over a long period of time. Maybe it's a line
 (12) of credit. We don't have to draw it down all the way."
 (13) Something along those lines. "At least, let's get some
 (14) cushion here." And I don't know that we-I don't remember
 (15) ever discussing that with Haley or anybody else.
 (16) Q: The banks mentioned in here are Chase Manhattan-
 (17) A: Uh-huh.
 (18) Q: I don't know if they were Chase Manhattan at that
 (19) time or not, or Citibank. Do you have any recollection as
 (20) to why those two entities were mentioned?
 (21) A: I remember them being mentioned but, no, I don't
 (22) recall as to why.
 (23) Q: The second paragraph from the bottom on Denning
 (24) Exhibit 1 continues, "To handle the debt repayment, the NPF
 (25) already has received pledges for 1995 in the amount of \$1.8

(1) million." Stop there. What was the purpose, as best you
(2) can recall, of notifying Mr. Young about the amount of
(3) pledges already received by the NPF?

(4) A: Well, the purpose, I think, was to offer him some
(5) assurance that NPF had the prospect of a revenue stream that
(6) was sufficient to handle, you know, its operating
(7) requirements and service the debt.

(8) Q: Do you have any understanding as of about August
(9) 15th, 1994, of what percentage of the pledges made to the
(10) NPF were actually collected by the NPF?

(11) A: In August of '94, for '94? Is that what you're
(12) asking me?

(13) Q: I guess, well, just to try to make the question
(14) clear, would any pledges made prior to this document, which
(15) bears a date of August 15th, 1994, would they already have
(16) been collected? In other words, if I were a corporation
(17) making a pledge for June 1995, would I have typically paid
(18) that prior to the date I made the pledge for?

(19) A: Well, that's a real hypothetical, I mean, in the
(20) sense that there's no typical to it. A corporation or any
(21) donor might pledge, commit, to a certain amount, and their
(22) own circumstances are going to dictate when you actually
(23) receive it. It could be at the beginning of the year. For
(24) tax reasons, they might want to wait till the end. They
(25) might give it to you in quarterly payments. It's all over

(1) the lot.

(2) Q: In your experience at the NPF, from December 1993
(3) till on or about August 15th, 1994, was it your experience
(4) that the NPF would collect in a timely manner all the
(5) pledges made to the NPF by donors?

(6) A: Yes. I think so. Typically, we would. Nobody
(7) stands out in mind.

(8) Q: The second-to-last paragraph of Denning Exhibit I
(9) continues, "Chairman Barbour is committed to continuing his
(10) fundraising efforts on behalf of the NPF's work, and fully
(11) intends for the NPF to repay the loan. However, if there is
(12) any default in loan payments by the NPF, he will authorize
(13) the guaranty of the RNC and ask for the Republican National
(14) Committee's ratification. As chairman of the RNC and the
(15) NPF, he intends to be certain that neither organization
(16) defaults on its obligations."

(17) Do you have any understanding as to where the
(18) information from the sentences I just read concerning
(19) Chairman Barbour and his intentions came from?

(20) A: That is, I believe, language that Mr. Becker had
(21) asked for. He wanted a--As I said, he was very diligent in
(22) his due diligence, and he asked for specifically this kind
(23) of a guaranty, and Haley agreed to it. And that was the
(24) background of that language. Is that what you mean?

(25) Q: Yes, sir. How did you come to the understanding

(1) that Mr. Barbour agreed to it? What I mean by "it" was
(2) that, in the event of a default, Mr. Barbour would authorize
(3) the guaranty of the RNC and ask for the RNC's ratification,
(4) and that, as chairman of both the RNC and the NPF, he
(5) intended that neither organization would default on the
(6) obligations under the loan guaranty.

(7) A: How did I become aware of that?

(8) Q: Yes, sir.

(9) A: I was aware, I believe, from Volcansek, that
(10) Becker was insisting on such a guaranty. And I believe he
(11) insisted on a letter from Haley to Mr. Young and YBD. And I
(12) saw the letter, I believe, and that was how I was--Beyond
(13) that, I don't--I mean, I don't remember discussing it with
(14) Haley, but I remember that being an issue and he agreed to
(15) it.

(16) Q: The last paragraph on the first page of Denning
(17) Exhibit I, which carries over, says, "In addition to the
(18) creation of a committee for the 'Far East' within the NPF,
(19) you would be asked to suggest potential members for the
(20) committee, as well as provide your own input on the policy
(21) issues."

(22) I know that your testimony has been that you made
(23) the trains run; you weren't involved in the actual planning
(24) and operation of particular policy councils. However, are
(25) you aware of any other instance where a donor, or a

(1) potential donor to the NPF was asked to suggest potential
(2) members for a policy council committee that would study
(3) areas of interest to that donor?

(4) A: Well, you know, the answer is "yes." And then
(5) you're going to ask me which ones, and I'm not going to
(6) remember. But this was not unusual. Haley would invite
(7) practically everybody--I mean, we had 1,400 policy council
(8) members and 14 different councils, so they ranged from 80 to
(9) 150 apiece. It was wide open. And if a donor said, "Hey, I
(10) want Tom, Dick, and Harry to serve on this council," "Sure,
(11) the next meeting's next Monday at 3:00. Show up." It was
(12) not a big deal.

(13) And as to this Far East thing, as I said earlier,
(14) Mr. Young was very concerned and very persuasive that not
(15) nearly enough attention in this country from a policy
(16) standpoint by the major think tanks was being directed at
(17) the Taiwan-China issue; nor to our country's relationship to
(18) that problem, if you view it as one instead of these
(19) different pieces. And he really thought--and I suppose
(20) still thinks--that that is the major foreign policy
(21) challenge we're facing; and I guess was making the argument
(22) that, "You guys are distracted off onto these other things
(23) that are of passing importance, when you're not paying any
(24) attention to this big bear of a problem." And that's what
(25) he was interested in and was pushing here.

(1) MR. PERRY: I'm sorry. Let me just note for the
(2) record that there is another sentence in this paragraph. I
(3) don't know if that's something you intend to cover, but just
(4) so we're cognizant of that.

(5) MR. FRENKEL: No, I didn't intend to, but if you
(6) want to read it into the record, you're free to do so.

(7) MR. PERRY: Okay, I'll be happy to read it into
(8) the record. "It should be clearly understood that financial
(9) contributions or financial assistance must not dictate final
(10) policy determinations."

(11) BY MR. FRENKEL:

(12) Q: Who at the NPF was responsible for making
(13) decisions about individuals who would serve on the various
(14) policy committees, if you know?

(15) A: Well, that, number one, varied over time. But
(16) after I arrived--Boy, how do you answer that? We all did.
(17) As I said earlier, it wasn't a closed--There weren't a
(18) finite number of spots. And I recommended people, or I made
(19) the decision to put people on policy councils. Haley would
(20) send over names. Other policy council members would say,
(21) "You know, I've got this guy. He really knows about 'X-Y-
(22) Z.' Let's put him on." It was wide open. Not wide open, I
(23) mean--The decision was more if a name came up that, you
(24) know, people knew to be a nut or something and there was
(25) reason not to put them on, that was really discussed more

(1) than to put somebody on, if I'm making any sense here.

(2) Q: Do you recall whether Scott Reed made any
(3) suggestions about individuals to serve on a policy council
(4) where it didn't appear to you that he was just merely
(5) transmitting a request of Mr. Barbour?

(6) A: Not that I recall.

(7) Q: The final paragraph of Denning Exhibit I, which is
(8) on the second page of the document, begins, "The timing of
(9) this effort is crucial. The loan needs to be arranged and
(10) funded in the next two weeks." What's your recollection of
(11) why the loan needed to be--as this Denning Exhibit I states,
(12) the loan needed to be arranged and funded in the two week-
(13) by the end of August, 1994?

(14) A: I think that's a real, real overstatement. And I
(15) think it's worded that way and inserted here more as a
(16) market--you know, almost a marketing ploy to lend some
(17) urgency to the decision. As I said earlier, arranging for
(18) and getting loans from my traditional source, the RNC, was
(19) getting increasingly difficult. This was right after
(20) publication of that preliminary report. The final report
(21) was due out, I think, in September, and that was going to be
(22) another large expenditure, and cash was a problem. And we
(23) wanted to get--If we're going to do this, let's do it. If
(24) not, I need to go on to other options here. I hate that
(25) word now but--

(1) MR. FRENKEL: If I were to ask you about those
 (2) other options, would Mr. Spaeder pose an objection and
 (3) instruct you not to answer?
 (4) MR. SPAEDER: I would.
 (5) BY MR. FRENKEL:
 (6) Q: The final sentence of Denning Exhibit 1 states,
 (7) "Senator Dole and Congressman Gingrich, who are committed to
 (8) the NPF, will make themselves available to express their
 (9) support for your participation on this project." I'm sorry,
 (10) I omitted from the beginning of the sentence "Chairman
 (11) Barbour" before the words "Senator Dole."
 (12) Do you have any understanding of who would have
 (13) made the representation about Senator Dole's and Congressman
 (14) Gingrich's availability to express their support for Mr.
 (15) Young's participation in the project?
 (16) A: What are you asking me?
 (17) Q: Well, I suppose that Chairman Barbour can speak
 (18) for himself about his availability to do whatever he chooses
 (19) to do with his time. My question is, do you have any
 (20) understanding as to how the information about Senator Dole's
 (21) and Congressman Gingrich's availability made its way into
 (22) the document?
 (23) A: Not specifically, but I think in this context
 (24) Haley would have-not would have, could have, probably did
 (25) say that, you know, if Mr. Young were willing to guarantee

(1) this, that he would-he, Haley, would ask them to be
 (2) available to meet with Ambrous and express their
 (3) appreciation. Both the Speaker and Senator Dole on numerous
 (4) occasions had been involved in NPF, were aware of it, and
 (5) were supportive of what it was doing.
 (6) Q: Apart from that past experience, do you have any
 (7) knowledge of whether or not Mr. Barbour in fact communicated
 (8) to Senators [sic] Dole and Gingrich about the type of
 (9) commitment set forth in the last paragraph?
 (10) A: I don't-
 (11) Q: I'm just trying to find out the level of your
 (12) knowledge, because I heard "would have," "could have," and
 (13) "should have."
 (14) A: They were not aware at all, as far as I know,
 (15) about this issue or where we were at this point in time, or
 (16) as far as I know, until much later, if then, that they were
 (17) aware of it.
 (18) Q: At any time following the date on Denning Exhibit
 (19) 1, which is August 15, 1994, are you aware of any other
 (20) instance where Senator Dole, who then subsequently became
 (21) the Majority Leader of the United States Senate, and
 (22) Congressman Gingrich, who became the Speaker of the House of
 (23) Representatives, met with or agreed to speak with donors to
 (24) the NPF?
 (25) A: I believe-I could be wrong, but I think both of

(1) them spoke with supporters, staff, donors, on more than one
 (2) occasion prior to this.
 (3) Q: Prior to this, or after this?
 (4) A: Prior to. Possibly after, as well.
 (5) Q: I guess my question is more on the after, if
 (6) you're aware of any time after August 15th-
 (7) A: No.
 (8) Q: -1994, where the Majority Leader of the Senate
 (9) and the Speaker of the House met on a more individual basis
 (10) in a small group or one-on-one basis with any donor to the
 (11) NPF or proposed donor to the NPF?
 (12) A: I don't recall.
 (13) MR. FRENKEL: Let's mark the next document as
 (14) Denning 2.
 (15) [Denning Deposition Exhibit
 (16) No. 2 was marked for
 (17) identification.]
 (18) BY MR. FRENKEL:
 (19) Q: Denning Exhibit 2 has previously been used as
 (20) Becker Exhibit 16, and it bears that indicator on the
 (21) document. It's a one-page document on the letterhead of
 (22) Frederick W. Volcansek, dated Monday, August 29, 1994, and
 (23) it's addressed to Don Fierce and Mr. Dan Denning.
 (24) A: You're are losing me about halfway down here on
 (25) Number 3. Do you know what the words are?

(1) Q: Yes, I'm sorry, I apologize for the quality of it,
 (2) but that's how we have it, too. Where do you want me to
 (3) start?
 (4) A: "A white paper would be drafted by Becker which
 (5) would lay out the-"
 (6) Q: "Which would lay out the-" more or less -
 (7) concepts for the issues which we discussed Saturday
 (8) evening." Then "A is-Can we go off the record on this?"
 (9) MR. SPAEDER: Yes.
 (10) [Discussion off the record.]
 (11) [Denning Deposition Exhibit
 (12) No. 3 was marked for
 (13) identification.]
 (14) MR. FRENKEL: While we were off the record, we
 (15) also marked as Denning Exhibit 3 a one-page document that
 (16) had been previously marked as Becker Exhibit 17, also on Mr.
 (17) Volcansek's letterhead, bearing the same date, August 29,
 (18) 1994, addressed to the same individuals, Don Fierce and Dan
 (19) Denning.
 (20) BY MR. FRENKEL:
 (21) Q: Just as a preliminary matter for both Denning
 (22) Exhibits 2 and 3, is that the same Frederick W. Volcansek
 (23) about whom you've been testifying at various points today?
 (24) A: It is.
 (25) Q: Do you recall receiving-Let's begin with Denning

(1) 2. Do you recall receiving Denning Exhibit 2?
 (2) A: Not specifically, but I believe I did. It's
 (3) familiar.
 (4) Q: In the first sentence of item number one on
 (5) Denning Exhibit 2, where it states, "I was told by Steve
 (6) Richards last night that Ambrous was pleased by our dinner
 (7) meeting. He is looking forward to receiving the white paper
 (8) on how all this works by FedEx tomorrow morning in San
 (9) Francisco."
 (10) A: Uh-huh.
 (11) Q: The dinner meeting referred to, is that the dinner
 (12) meeting that you testified to earlier this afternoon which
 (13) you think may or may not have been late July 1994?
 (14) A: That's right. It appears it was late August of
 (15) '94.
 (16) Q: Do you think it was the-Is it possible it was the
 (17) Saturday preceding this Monday-
 (18) A: Exactly.
 (19) Q: -August 29, 1994, date on Denning Exhibit 2?
 (20) A: Uh-huh.
 (21) Q: You have to say "yes."
 (22) A: Yes.
 (23) Q: Thank you. Do you know what white paper Mr.
 (24) Volcansek is referring to towards the end of item number one
 (25) in Denning Exhibit 2?

(1) A: I seem to remember that Ambrous Young asked-
 (2) either Ambrous Young or Becker asked for a white paper kind
 (3) of laying out the concepts. And by that, I mean, you know,
 (4) the concept of a guaranty, how it might work, and some of
 (5) these other things that he and Haley had talked about during
 (6) that dinner meeting. Some of this I'm unaware of or I'd
 (7) forgotten about until I'd read it here.
 (8) Q: Did you have any role, or were you intended to
 (9) have any role in the writing or preparation of the white
 (10) paper to be given to Mr. Young or his associates?
 (11) A: I'm sure I had input in it. I remember discussing
 (12) it with Volcansek, but I think Fred put it together, working
 (13) really more with Steve Richards.
 (14) Q: Do you have any recollections as you sit here now
 (15) of what the white paper to Mr. Young referred to in Denning
 (16) Exhibit 2 might have included?
 (17) A: I think most of what Fred's captured here.
 (18) Q: Here on Denning Exhibit 2?
 (19) A: That's right. I don't know that it ultimately
 (20) included all these points, or it may have included others.
 (21) But I think in the main, it's here.
 (22) Q: Moving to item two of Denning Exhibit 2, it says,
 (23) "Haley did an excellent job. The idea of a separate
 (24) personal letter to Ambrous from Haley is also excellent."
 (25) Do you recall any discussion at the dinner meeting about a

(1) personal letter from Mr. Barbour to Mr. Young?
 (2) A: No, not really. I mean, it sounds familiar, but I
 (3) don't recall, you know, anything about it.
 (4) Q: Moving on to the subpoints under item two on
 (5) Denning Exhibit 2, sub "A" states--Well, I guess it seems to
 (6) be referring to the separate letter from Mr. Barbour to Mr.
 (7) Young.
 (8) A: Uh-huh.
 (9) Q: It would incorporate Haley's offer to have Ambrous
 (10) contribute an article to "Commonsense" for the March 1995
 (11) issue. Do you recall that? Do you recall Mr. Barbour's
 (12) offer to Mr. Young about submitting an article to
 (13) "Commonsense" taking place at that August dinner meeting?
 (14) A: Yes.
 (15) Q: And it's essentially what you testified to earlier
 (16) this afternoon, correct?
 (17) A: That's right.
 (18) Q: Subpoint "B" states that the letter would remind
 (19) Ambrous that Haley would like for Ambrous to attend the
 (20) political leaders conference in Seoul, Korea, in September
 (21) of 1995. Do you remember any discussion of that issue,
 (22) meaning Mr. Young and Mr. Barbour attending the political
 (23) leaders conference in Seoul, Korea, in September '95? Do
 (24) you remember a discussion of that topic at the August '94
 (25) dinner?

(1) A: I believe Haley mentioned to Mr. Young that he
 (2) would be attending that conference, and expressed an
 (3) interest in having Mr. Young come along.
 (4) Q: Would Mr. Barbour's invitation to Mr. Young come
 (5) along the scene as a social or political or business
 (6) advantage to Mr. Young in Asian--I guess more specifically,
 (7) Korea?
 (8) A: I have no idea.
 (9) MR. PERRY: I'm going to--I'm sorry. Go ahead.
 (10) THE WITNESS: I don't know.
 (11) MR. SPAEDER: You're happy with that, right?
 (12) BY MR. FRENKEL:
 (13) Q: Do you have any understanding as to why Mr.
 (14) Barbour made an offer of invitation to Mr. Young to attend
 (15) the conference on Seoul, Korea in September 1995?
 (16) A: Well, I'd be glad to speculate. I can't walk into
 (17) Haley's mind.
 (18) Q: Sure. What is your speculation?
 (19) A: He is trying to sell him. This is marketing, you
 (20) know. He's not going to--give me the 2 million and get the
 (21) hell out of here.
 (22) Q: Would it be your understanding that it would be to
 (23) some advantage to Mr. Young to be seen to be a confidante of
 (24) Mr. Barbour?
 (25) MR. PERRY: Okay. There, I'm going to say that I

(1) think the question is not fair. You are asking him to get
 (2) into Mr. Young's head.
 (3) BY MR. FRENKEL:
 (4) Q: Can you answer the question, sir?
 (5) A: I can't.
 (6) Q: Moving on to the next subpoint, suggest that Haley
 (7) would like to look to Ambrous as a key advisor in
 (8) trade-related and political issues in the Far East. Do you
 (9) recall whether that discussion took place at all during the
 (10) dinner?
 (11) A: I don't believe it did, and I think its inclusion
 (12) here is, you know, these are ideas that Volcansek had of,
 (13) you know, ways Haley could induce Ambrous to agree to the
 (14) guarantee.
 (15) Q: Moving down to the next item on Denning Exhibit 2,
 (16) mention the Team 100 trip to the Far East and offer to have
 (17) him, meaning Mr. Young, participate in a meaningful way,
 (18) maybe some specifics. Did you have an understanding as to
 (19) what Team 100 was?
 (20) A: Very generally. As I said earlier, we had a brick
 (21) wall between the fund-raising operation at NPF and the
 (22) policy operation. Similarly, we had a brick wall between
 (23) the RNC financial operation at NPF, and I was aware that
 (24) this Team 100 group existed. I was told by somebody that it
 (25) was planning this trip to the Far East. That's about the

(1) extent of it.
 (2) Q: Do you recall any discussion of the Team 100 trip
 (3) to the Far East at the dinner with Mr. Young in August 1994?
 (4) A: No. Haley may have mentioned it, but it was
 (5) almost in passing, and it was not--I was at the other end of
 (6) the room.
 (7) MR. SPAEDER: Let me ask the witness, you should
 (8) answer his question to the best of your knowledge, but
 (9) unless you wanted to be invited to the festivities in the
 (10) big room on TV--
 (11) THE WITNESS: No, thank you.
 (12) MR. SPAEDER: --you ought to make sure that what
 (13) you say is something you really do remember, not something
 (14) which you may have assumed happened.
 (15) He's entitled to know what you know, but don't
 (16) mislead him by saying what happened and you are simply
 (17) guessing or presuming--
 (18) THE WITNESS: Fair enough.
 (19) MR. SPAEDER: --because we'll all pay for that
 (20) experience.
 (21) BY MR. FRENKEL:
 (22) Q: Not to supplant Mr. Spaeder in any way, but if you
 (23) are guessing or speculating in any way, please just say that
 (24) this is your guess or speculation, that you don't know that
 (25) to be a fact.

(1) A: Okay, thank you.
 (2) Q: Then, the final item under sub 2, was mentioned
 (3) Haley's desire to meet Steve Young personally when he comes
 (4) for the Team 100 meeting in September, would be your
 (5) understanding of this would be more of a kind of a marketing
 (6) inducement to Mr. Young.
 (7) MR. PERRY: That is Mr. Steve Young, right, his
 (8) son?
 (9) MR. FRENKEL: Yes, but the question is whether it
 (10) would be another sort of marketing inducement to Mr. Ambrous
 (11) Young to participate in the loan knowing that Mr. Barbour
 (12) would meet his son Steve.
 (13) MR. PERRY: And you are asking if when Volcansek
 (14) wrote it, it was intended in that fashion? I'm sorry. I'm
 (15) just trying to understand.
 (16) MR. FRENKEL: I believe the question is whether
 (17) Mr. Denning's understanding of what that inclusion in
 (18) Denning Exhibit 2 means.
 (19) THE WITNESS: I don't know what was in Fred's mind
 (20) here. I mean, that's what it appears to be.
 (21) BY MR. FRENKEL:
 (22) Q: I just want to ask you about the last sentence
 (23) under the last item under Denning Exhibit 2, and I am
 (24) referring now to paragraph 3E. It is probably easier to
 (25) read that as paragraph 2F under Denning Exhibit 3, but

(1) whichever one you prefer to us, that's fine.
 (2) It says emphasize the need to move both policy and
 (3) political issues on separate, but simultaneous paths. Do
 (4) you have any recollection, first of all, as to what that
 (5) means?
 (6) A: Not a clue. I don't know. It doesn't even make
 (7) any sense here.
 (8) Q: Do you have any recollection as to whether a
 (9) conversation was had at the August 1994 dinner about moving
 (10) policy issues and political issues in any sort of separate
 (11) path?
 (12) A: No, but if I could speculate, I think that's a--I
 (13) think that's a poor choice of language. I think what he's
 (14) talking about is the need to move the transaction issues and
 (15) this kind of marketing stuff on separate, but simultaneous
 (16) paths; in other words, move ahead on--if you want to publish
 (17) an article on the China-Taiwan thing in Commonsense, we'll
 (18) be glad to take a look at that, and it's got a path, and all
 (19) these other things got paths, but let's not hold up the
 (20) transaction because that's a straight business deal.
 (21) Q: Thank you.
 (22) MR. FRENKEL: Mark the next document as Denning
 (23) Exhibit 4.
 (24) For the record, Denning Exhibit 4 is, yet, another
 (25) document Mr. Volcansek appeared to have created on Monday,

(1) August 29, 1994. It's time-marked urgent, and it was
 (2) previously used as Becker Exhibit 18. The addressees of
 (3) this memorandum are Don Fierce, and hand-written in is Ms.
 (4) Denning's name.
 (5) [Denning Deposition Exhibit
 (6) No. 4 marked for
 (7) identification.]
 (8) [Witness perusing document.]
 (9) MR. SPAEDER: Is there a pending question?
 (10) MR. FRENKEL: There is no question. As far as I
 (11) know right now, he is just reviewing the document.
 (12) THE WITNESS: Okay.
 (13) BY MR. FRENKEL:
 (14) Q: Do you recall receiving this document-
 (15) A: No.
 (16) Q: -which is Denning Exhibit 4?
 (17) Do you recognize the handwriting which has put
 (18) your name in and then the check mark on the right-hand side
 (19) of your name on Denning Exhibit 4?
 (20) A: I don't recognize it, no.
 (21) Q: Are you familiar with Mr. Volcansek's handwriting?
 (22) A: Not really. I mean, I don't-it's not something I
 (23) pay attention to. It could be his.
 (24) Q: Does the check mark to the right of your name
 (25) appear to be your check mark? Is that how you would make

(1) white paper to Mr. Young?
 (2) A: Evidently, he was.
 (3) Q: Do you have any independent recollection of that
 (4) other than-
 (5) A: No, I do not.
 (6) Q: Do you recall whether you were presented a draft
 (7) of a white paper in which you reviewed before Mr. Volcansek
 (8) transmitted it to Benton Becker?
 (9) A: Again, I don't clearly recall.
 (10) I'm sorry. Can I ask a question here? When I
 (11) read something like this, you know, I'm prepared to believe
 (12) I did see it and maybe even edited it, but I don't recall
 (13) that.
 (14) Q: That's fine.
 (15) A: That's the trouble I'm having with this. I did
 (16) not concern myself with a lot of these kind of details. I
 (17) just didn't.
 (18) Q: Who do you recall from the NPF was involved in the
 (19) detail work about bringing the loan guarantee to completion
 (20) or to being assigned?
 (21) A: Well, see, that's what's maybe confusing, as I
 (22) was, but Fred undertook to be the liaison, kind of, between
 (23) us and YBD, and he undertook to do a lot of this kind of
 (24) work, subject to our overall guidance, and that's why I, you
 (25) know, I guess, kind of delegated that kind of thing.

(1) one?
 (2) A: No, that's not mine.
 (3) Q: I just want to ask, on the-
 (4) A: I'm not that neat.
 (5) Q: On the second paragraph of Denning Exhibit 4, it
 (6) says I, meaning Mr. Volcansek, delivered a copy of the Don
 (7) Wood letter to Haley's press secretary. Do you know what is
 (8) meant by that, the Don Wood letter? Does that have any
 (9) relation to the loan guarantee by Young Brothers
 (10) Development?
 (11) A: Yeah, I do.
 (12) THE WITNESS: Do you want me to get into this,
 (13) Counselor?
 (14) BY MR. FRENKEL:
 (15) Q: Why don't I ask, what was the Don Wood letter, as
 (16) best you recall today?
 (17) MR. SPAEDER: Let me confer with the client so I
 (18) have some idea if we are talking on the same channel here.
 (19) MR. FRENKEL: Sure.
 (20) [Witness conferring with counsel.]
 (21) MR. FRENKEL: Back on the record.
 (22) BY MR. FRENKEL:
 (23) Q: Mr. Denning, we paused around a question about the
 (24) Don Wood letter mentioned in the second paragraph of Denning
 (25) Exhibit 4. Do you recall what the Don Wood letter is?

(1) Q: The final paragraph says, "Because time is of the
 (2) essence..."-I am saying that I am skipping the words
 (3) there-"...I am available as soon as you call me to get this
 (4) going." Again, did you have any understanding at the
 (5) time-this is the end of August 1994-that time was of the
 (6) essence?
 (7) A: No. I think this is more marketing. I mean, we
 (8) wanted to complete the transaction as soon as possible, but
 (9) other than that-
 (10) Q: Did you have any deadline in mind, and you meaning
 (11) the NPF have any deadline in mind by sort of a drop-dead
 (12) date by which if the monies or the funds were not received,
 (13) it wasn't beneficial to the NPF to go forward with the loan
 (14) guarantee?
 (15) A: No.
 (16) Q: Just the last words on the page in Denning Exhibit
 (17) 4, which is, "I am available as soon as you call me to get
 (18) this going," did you have a sense of what it was, either you
 (19) or Mr. Fierce, separately, in combination, was supposed to
 (20) get going?
 (21) A: Well, I think it refers to-again, I'm kind of
 (22) speculating. I think it refers to, the next step was to
 (23) produce the white paper, and I think that's what he's
 (24) referring to. Evidently, Haley was going to do a draft.
 (25) We'd do a cut on it and turn it over to Fred for final, and

(1) A: I do not.
 (2) Q: Do you have-
 (3) A: I remember-I remember delivering-not me
 (4) delivering. I remember a reference-somebody delivering a
 (5) letter to Haley, and they had to go to ABC to do it. That's
 (6) all I recall.
 (7) Q: Do you know who Don Wood is?
 (8) A: Yes.
 (9) Q: Who is Mr. Wood?
 (10) A: He's a businessman, I believe, in Utah. It could
 (11) be Arizona. Arizona or Utah, one of those square States.
 (12) Q: Do you have any understanding about whether Mr.
 (13) Wood's letter was related in any way to the loan brothers
 (14) guarantee?
 (15) A: It was not.
 (16) Q: My question was the loan brothers guarantee. I
 (17) mean to say Young Brothers guarantee.
 (18) The second sentence of that second paragraph on
 (19) Denning Exhibit 4 says, Saturday night, I, meaning Mr.
 (20) Volcansek, understood from Haley that he would do a draft of
 (21) the white paper, and then we, apparently you and Mr. Fierce
 (22) and Mr. Volcansek, would do our edits and additions before
 (23) I, Mr. Volcansek, get it to Benton Becker. Does this
 (24) refresh your recollection in any way as to whether Mr.
 (25) Barbour was going to be personally involved in drafting the

(1) he would get it out.
 (2) Q: Do you have any understanding as to whether Mr.
 (3) Volcansek was to receive any kind of commission for
 (4) arranging this guarantee by Young Brothers Development?
 (5) A: He was not.
 (6) Q: Was Mr. Volcansek to receive any payment over and
 (7) above the normal payment he was getting under the contract
 (8) that you testified-
 (9) A: He was not-
 (10) Q: -to earlier for-
 (11) A: What I-
 (12) Q: Hold on one second. Let me just finish my
 (13) question. -for helping to arrange the loan guarantee by
 (14) Young Brothers Development?
 (15) A: I don't recall, and I don't believe I testified
 (16) earlier.
 (17) The arrangement I recall was entered into after
 (18) this transaction and had more to do with prospective
 (19) fund-raising rather than this event. He was not compensated
 (20) for his role in this transaction, save a-he asked for and I
 (21) believe received a pair of Presidential cufflinks from
 (22) Haley. That was it.
 (23) MR. FRENKEL: Mark the next document as Denning 5.
 (24) Denning Exhibit 5 is a two-paged document bearing
 (25) the Bates Nos. 42 and 43. It is a letter dated August 30,

(1) 1994 to Ambrous Young from Haley Barbour and signed by Mr.
(2) Barbour on the letterhead of the Republican National
(3) Committee.

(4) [Denning Deposition Exhibit
(5) No. 5 marked for
(6) identification.]

(7) [Witness perusing document.]
(8) BY MR. FRENKEL:

(9) Q: In the upper right-hand corner of the first page
(10) of Denning Exhibit 5, there is a mark, "received," Young
(11) Brothers Development Company, Limited, September 2, 1994.

(12) Mr. Denning, do you recall ever seeing a copy of
(13) what's been marked as Denning Exhibit 5?

(14) A: No, I don't.

(15) Q: The first line of the letter refers to the
(16) Saturday night dinner in Washington. Is that your
(17) understanding that that is the same Sam & Harry's dinner
(18) you've testified to earlier this afternoon?

(19) A: Yes.

(20) Q: In the second paragraph, Mr. Barbour refers to
(21) taking Mr. Young's son, Steve, to a dinner for Senator Dole,
(22) where Senator Dole would have been appearing. Do you know
(23) anything about that dinner?

(24) A: No.

(25) MR. PERRY: Let me just note that, I understand it

(1) says "Steve" there. It doesn't have a last name. I presume
(2) you're talking about Steve Young when you said that?

(3) MR. FRENKEL: Yes. That's what I assumed it to
(4) be, and not the Forty-Niners quarterback.

(5) MR. PERRY: Yes, but there is also a Steve

(6) Richards we have talked about. I'm not sure what. I posit,
(7) there is a potential for ambiguity there.

(8) MR. SPAEDER: Mr. Denning, let me just make sure I
(9) understand what you are telling counsel. You do not recall
(10) seeing this document; is that correct?

(11) THE WITNESS: I do not recall, yeah. I could
(12) have. I just don't recall seeing it.

(13) MR. SPAEDER: So your testimony about
(14) interpretations forwarded to paragraphs in this document
(15) represents your opinion about what the events may refer to
(16) rather than your personal knowledge?

(17) THE WITNESS: That's right, at least so far.

(18) BY MR. FRENKEL:

(19) Q: Moving onto the third and fourth paragraphs of
(20) Denning Exhibit 5, make reference to a conference in Korea
(21) in September 1995, and the fourth paragraph mentions some
(22) individuals who would be there.

(23) Do you know if that is related to the conference
(24) mentioned in both Denning Exhibits 2 and 3? In Denning
(25) Exhibit 2, it's point 2B, and in Denning Exhibit 3, it's

(1) item 1B of the Political Leaders conference in Seoul, Korea
(2) in September 1995.

(3) A: I'm sorry. Exhibit 3, it's what?

(4) Q: Item 1B.

(5) A: 1B. Yeah, I think it's the same thing.

(6) Q: The last question I have on this document is on
(7) the second page of Denning 5. The second sentence
(8) says--well, we can read the first sentence, too. "I am
(9) enclosing a fact sheet about the National Policy Forum, its
(10) work and its financial situation. I hope it responds to all
(11) the questions you asked Saturday night."

(12) Do you recall whether Mr. Young asked questions of
(13) Mr. Barbour and others at that Saturday night dinner at Sam
(14) & Harry's?

(15) A: I don't. As I said, he was at the other end of
(16) the room.

(17) Q: Do you recall any discussion following that dinner
(18) with any of the participants of the dinner about any
(19) information you needed to gather and might be responsive to
(20) a question Mr. Young had?

(21) A: Yes.

(22) Q: What kind of information were you asked to gather?

(23) A: Financial report, donor history--I mean, in the
(24) aggregate--projections, you know, the normal kind of
(25) information you'd want to ascertain, an organization's

(1) financial situation and prospects, that kind of thing.

(2) Q: Who asked you to put that information together. If
(3) you recall?

(4) A: Well, I don't recall. I think it was one of
(5) the--you know, it was on the to-do list after the dinner
(6) meeting of things we had to get together to answer the
(7) questions, and it was--I don't recall.

(8) Q: Following that dinner meeting, was there any
(9) follow-up meeting either on site or in some other location
(10) where the individuals in the National Policy Forum and
(11) perhaps Mr. Volcansek gathered to figure out what had to be
(12) done next following the meeting?

(13) A: Again, I don't specifically recall. I know and
(14) believe Fred and I had a number of conversations, possibly
(15) meetings about what had to be produced, and I, in turn,
(16) tasked my controller to put together the financial data that
(17) was required.

(18) Q: That was Steve Walker?

(19) A: Steve Walker. He was the only other NPF employee,
(20) I believe, that was involved, possibly Guesnier for
(21) fund-raising.

(22) Q: You used the phrase "to-do list," and sometimes
(23) that's just sort of a reference to yourself about things
(24) that need to be done as opposed to any sort of document that
(25) was created. Are you aware of any document that was

(1) created, then circulated--

(2) A: No.

(3) Q: --that was the equivalent of a to-do list?

(4) A: No, other than this kind of thing.

(5) Q: And you're referring to the exhibits we've looked
(6) at to date?

(7) A: Yeah, the Exhibit 4, Exhibit No. 3.

(8) MR. FRENKEL: Mark this as Denning 6, please.

(9) Denning Exhibit 6 has been previously marked as
(10) Becker Exhibit 19. It bears the date August 30, 1994, under
(11) the letterhead of the National Policy Forum. It is a letter
(12) to Ambrous Young from Haley Barbour, with Mr. Barbour's
(13) signature, and an enclosure. Then, there is a two-paged
(14) enclosure with the heading on the first page of the
(15) enclosure, "The National Policy Forum."

(16) [Denning Deposition Exhibit
(17) No. 6 marked for
(18) identification.]

(19) [Witness perusing document.]

(20) BY MR. FRENKEL:

(21) Q: Mr. Denning, have you seen Denning Exhibit 6
(22) before, the letter from Mr. Barbour to Mr. Young on the NPF
(23) letterhead?

(24) A: I believe I have.

(25) Q: Do you believe you saw it on or about the time the

(1) document was sent or created?

(2) A: Yes.

(3) Q: In the third paragraph of the letter, on the first
(4) page of Denning Exhibit 6, the second sentence says,
(5) "Therefore, NPF is forming a task force from its trade,
(6) economic, defense and foreign affairs policy councils to
(7) focus on the Far East."

(8) Is it your understanding that on or after the
(9) August 30, 1994 date of this letter was the first time that
(10) NPF formed a task force to focus on the Far East?

(11) A: I just don't remember. That's the answer.

(12) Q: That's fine. If you don't remember, you don't
(13) remember.

(14) A: I don't remember.

(15) Q: I ask you to turn to the third page of Denning
(16) Exhibit 6, which is the first page of the enclosure headed
(17) "The National Policy Forum." In the second paragraph, the
(18) last three lines of the paragraph, it's talking about NPF
(19) and crafting ideas--strike that.

(20) I wanted to focus your attention on the fourth
(21) paragraph, rather than so much on the second paragraph, page
(22) 3 of Denning 6.

(23) MR. PERRY: Do you want to get a second to read
(24) this? Have you had a chance?

(25) THE WITNESS: Yeah, just a--

(1) BY MR. FRENKEL:
 (2) Q: Oh, I'm sorry, I thought you had had an
 (3) opportunity, I apologize.
 (4) A: Well, I breezed over it.
 (5) MR. PERRY: It's a long thing.
 (6) [Witness perusing document.]
 (7) THE WITNESS: Okay.
 (8) BY MR. FRENKEL:
 (9) Q: Just directing your attention to the last sentence
 (10) of the fourth paragraph of page 3 of Denning Exhibit 6,
 (11) "Next spring the Forum," which is the National Policy Forum,
 (12) "will publish "An Agenda for America, which promises to be
 (13) the foundational document of Republicanism and the public
 (14) policy touchstone for all 1996 GOP presidential candidates."
 (15) A: Uh-huh.
 (16) Q: I know I have asked this question a few times, but
 (17) was it your understanding that any of the work the NPF was
 (18) doing was intended to benefit or be used by Republican
 (19) candidates for elective office?
 (20) A: Absolutely not. In fact, it was just the-no,
 (21) that was not the case.
 (22) Q: Moving to the next paragraph, it discusses some of
 (23) the financial information, including monies that had bene
 (24) pledged to the NPF. I just want to focus on the last two
 (25) sentences of that paragraph, "Only 53 companies, trade

(1) supported by our Fund-Raising staff.
 (2) Q: I would like you to turn to the final page of
 (3) Denning Exhibit 6, and in particular, I direct your
 (4) attention to the next-to-the-last paragraph on the page,
 (5) beginning, "The RNC "There is a discussion in there
 (6) about money the RNC intends to spend.
 (7) Well, first of all, let me just ask that. Do you
 (8) know how the NPF would have learned about the RNC's
 (9) intention to, for example, in the first sentence of that
 (10) paragraph, increase its budget by 12 million and to put at
 (11) least 10 million of that into campaign and campaign
 (12) activities?
 (13) A: I don't have a clue.
 (14) Q: The final-I'm sorry?
 (15) A: I don't know who wrote this or where it was
 (16) written. So I don't know the origin of any of this.
 (17) Q: What about just the-directing your attention to
 (18) the final sentence of that paragraph, "And this amount is
 (19) over and above its contributions to Senate and governors
 (20) races and to state party campaign efforts to support those
 (21) races." Do you have any information about how the RNC was
 (22) going to use contributions?
 (23) A: No.
 (24) MR. FRENKEL: Mark the next document as Denning 7,
 (25) please.

(1) associations and individuals have contributed or pledged so
 (2) far, with the average commitment in excess of \$70,000. Many
 (3) other Fortune 500 companies and major entrepreneurs and
 (4) businesses are yet to be contacted for support."
 (5) As of the date of Denning Exhibit 6, which is
 (6) August 30, 1994, how many individuals were you aware had
 (7) made contributions to the NPF?
 (8) A: As of when?
 (9) Q: August 30, 1994, the date of Denning Exhibit 6.
 (10) MR. SPAEDER: I will object and permit him to
 (11) answer if he can make an answer that's-or if the air that
 (12) requires to breathe it.
 (13) THE WITNESS: Thank you.
 (14) You're asking me to remember who may have been a
 (15) donor as opposed to a company or who might have contributed
 (16) in their-from a personal account as opposed to a-none that
 (17) I can remember.
 (18) BY MR. FRENKEL:
 (19) Q: Do you recall how many, if any, trade associations
 (20) had made pledges to the National Policy Forum on or about the
 (21) date of Denning Exhibit 6, which is August 30, 1994?
 (22) A: I really don't recall.
 (23) MR. PERRY: Can I ask a question? I don't want to
 (24) interfere if you are on a roll here. I just have a
 (25) clarification point.

(1) Denning Exhibit 7 is a two-paged letter dated
 (2) September 19, 1994 on the letterhead of the National Policy
 (3) Forum to Ambrous Young from Haley Barbour, with is
 (4) signature, a blind carbon copy, or "bcc," on the second page
 (5) to Dick Richards, Fred Volcansek, Don Fierce, and Dan
 (6) Denning.
 (7) On the first page of Denning 7, there is
 (8) essentially a Post-it note, which has the logo of the RNC on
 (9) it, and somebody-I can't make it out. Maybe it's Baker &
 (10) Hostetter, but I can't tell who the "from" is, sending it to
 (11) David Norcross.
 (12) [Denning Deposition Exhibit
 (13) No. 7 marked for
 (14) identification.]
 (15) BY MR. FRENKEL:
 (16) Q: Do you recall receiving a copy of this letter?
 (17) A: No.
 (18) Q: If the letter from Mr. Barbour on NPF stationery
 (19) had the "bcc" to you, do you have any reason to doubt that
 (20) you did receive it?
 (21) A: No, uh-uh.
 (22) Q: Just a general question, what did you do with
 (23) documents that came to you? Did you have a secretary that
 (24) you gave them to, typically?
 (25) A: Typically, yes. Uh-huh.

(1) MR. FRENKEL: If it's a clarification, go ahead.
 (2) MR. PERRY: Okay. This information here is
 (3) intended to provide data that was requested with respect the
 (4) loan guarantee.
 (5) MR. FRENKEL: You will have to speak up. The
 (6) court reporter is having trouble hearing.
 (7) MR. PERRY: Did you hear my question?
 (8) THE WITNESS: That's my-yes, that's my
 (9) recollection of this particular document. A lot of the
 (10) language in here is familiar and was pulled from other
 (11) publications, I think. I don't think this is an original
 (12) piece, but it was written, I believe, for purposes of a
 (13) guarantee.
 (14) MR. PERRY: So, obviously, by August 30, 1994, the
 (15) guarantee had not yet been committed to by the ultimate
 (16) guarantor?
 (17) THE WITNESS: That's right.
 (18) BY MR. FRENKEL:
 (19) Q: In the final sentence of the paragraph I was
 (20) asking about, which is paragraph 5, "Many other Fortune 500
 (21) companies...yet to be contacted for support," what was your
 (22) understanding about who would be making the contact to these
 (23) companies, entrepreneurs, and businesses to get support for
 (24) the work of the NPF?
 (25) A: Just like it had always been done, by Haley and

(1) Q: Did you keep any current documents in a filing
 (2) cabinet or desk drawers or things like that?
 (3) A: I had a working file that I kept documents that
 (4) were important to me to refer back to, but typically, I
 (5) didn't keep something like this. This is-
 (6) Q: When you left the NPF in October 1995, did you
 (7) take any documents with you that weren't of a personal
 (8) nature?
 (9) A: I took some of my working files, I believe.
 (10) Q: Do you still have possession of those working
 (11) files, as far as you know?
 (12) A: Well, when I moved, after I left NPF and then I
 (13) joined ALEC, I cleaned out a bunch of my files then. I had
 (14) just run out of room. I am usually a pack-rat, but I had to
 (15) do something, but I didn't have that many to begin with, and
 (16) I did end up with some, mainly the legal documents, a set of
 (17) those.
 (18) MR. FRENKEL: Mr. Spaeder, I guess to the extent
 (19) they exist, any working files that Mr. Denning may still
 (20) have from his tenure at the National Policy Forum, I would
 (21) request on behalf of Minority that they be produced to the
 (22) Committee to assist it in its inquiry.
 (23) MR. SPAEDER: Your request is duly noted.
 (24) MR. FRENKEL: Thank you, sir.
 (25) BY MR. FRENKEL:

(1) Q: Just on the second paragraph of Denning Exhibit 7,
(2) Mr. Barbour writes to Mr. Young, "Needless to say, I am very
(3) grateful for the news he delivered," he meaning Steve. Do
(4) you have any--and then it continues, "It is extremely
(5) generous and tremendously helpful to our efforts." Do you
(6) have any sense of what that news was being delivered by
(7) Steve?

(8) A: I don't.

(9) Q: On or about September 19, 1994, did you have any
(10) indication that the Young Brothers Development had--was
(11) going forward sort of full steam with the loan guarantee?

(12) A: Yeah. That was about the time, and it could well
(13) be that that second paragraph of 7 refers to Steve
(14) delivering the commitment, if you will, from Young Brothers
(15) that they were prepared to proceed.

(16) Q: Do you have any understanding as to whether the
(17) Steve in this letter is Steve Young?

(18) A: I believe it to be Steve Young.

(19) Q: Just something to follow up on what Mr. Perry had
(20) asked earlier, would that shed some light on some earlier
(21) document--

(22) MR. PERRY: Can we go off the record for a second?

(23) MR. FRENKEL: Sure.

(24) [Discussion off the record.]

(25) MR. FRENKEL: Back on the record.

BY MR. FRENKEL:

(1) Q: Shedding light on Denning Exhibit 5, the second
(2) paragraph where it says--again, the letter from Mr. Barbour
(3) to Mr. Young that, "My office is contacting Steve to confirm
(4) he will attend the Team 100 meeting on September 13."

(5) A: Where? I'm sorry.

(6) Q: It's a lot of paper already. I apologize.

(7) Denning Exhibit 5, the second paragraph.

(8) A: I believe that to be Steve Young. Steve was a
(9) member--I believe was a member of Team 100, or whatever it's
(10) called.

(11) Q: Turning your attention back to Denning Exhibit 7,
(12) focussing on the fifth paragraph at the top, Mr. Barbour
(13) writes, "By the way, I had a great meeting with Dick
(14) Richards and Fred Volcansek, as well as Steve." Do you have
(15) any understanding as to when that meeting took place?

(16) A: Well, I would assume it to be in the two-week
(17) period between this letter and the last one.

(18) Q: Do you know whether the meeting had anything to do
(19) with the loan guarantee to the National Policy Forum?

(20) A: I don't.

(21) Q: I'm sorry? I didn't hear you.

(22) A: No.

(23) Q: No, it did not, or no, you don't recall?

(24) A: No, I don't recall.

(1) Q: The final paragraph on the first page of Denning
(2) Exhibit 7, Mr. Barbour writes, "Finally, I was heartened by
(3) Steve's telling me that at the end of the year consideration
(4) would be given to doing even more. The Young family and
(5) your company are exceptionally generous, and I am genuinely
(6) grateful for the confidence you are showing in me. There is
(7) no better or more effective way to help in what we are doing
(8) than this."

(9) Do you have any recollection as to on or around
(10) September 19, 1994, there was any indication that either Mr.
(11) Young personally, his family members, or any of his
(12) companies would be giving additional aid to the National
(13) Policy Forum in addition to guaranteeing the \$2.1-million
(14) loan?

(15) A: Not that I recall. I don't know what this refers
(16) to.

(17) Q: I don't really have a question. It's just the
(18) last line of Denning Exhibit 7, Mr. Barbour writes, in
(19) reference to the meeting in Seoul, Korea, "I would like for
(20) the party leaders from around the world to meet you and to
(21) benefit from your counsel." I am just making that a part of
(22) the record and have no question relating to it.

(23) MR. FRENKEL: I will have the court reporter mark
(24) the next exhibit as Denning Exhibit 8, which is a five-paged
(25) document, the first three pages of which are dated September

(1) 23, 1994. It is a memorandum to Ambrous Young from Benton
(2) Becker dated September 23, 1994, if I haven't already said
(3) that, in reference to the RNC matter that's on the
(4) letterhead of Mr. Becker's law offices. The exhibit was
(5) previously marked as Becker Exhibit 22, and the final two
(6) pages are a report of a news conference held on August 3,
(7) 1994 by Federal Election Commission Chairman Trevor Potter
(8) in Washington, D.C.

(9) [Denning Deposition Exhibit
(10) No. 8 marked for

(11) identification.]

(12) [Witness perusing document.]

(13) THE WITNESS: I will save some time. Are you
(14) going to ask me if I've ever seen this?

(15) BY MR. FRENKEL:

(16) Q: No. I would be quite confident that you've never
(17) seen it, especially since it was stamped "confidential." Is
(18) that correct?

(19) A: That's correct.

(20) Q: I just wanted to ask you about some of the
(21) information in it. Under the first page of Denning Exhibit
(22) 8, item 1--well, the introductory sentence to that says
(23) these procedures that Mr. Becker is coming up with in this
(24) memo are calculated to accomplish certain goals, and the
(25) first is: "To insure that no arguable violation of US law

(1) could result to YBD or its principals "

(2) At the time Mr. Becker was going through this
(3) process, was NPF engaging in any similar process to
(4) determine whether any violation of U.S. law might result
(5) from a loan guarantee by Young Brothers Development?

(6) A: Yes.

(7) Q: Can you describe what that process was, please?

(8) A: We retained Baker & Hostetler, paid them a lot of
(9) money to make damn sure there wasn't.

(10) Q: Who at the NPF was providing information to Baker
(11) & Hostetler so that they could conduct their review?

(12) A: I was.

(13) Q: Was anyone else, to your knowledge?

(14) A: To the extent I instructed them to, Steve Walker.

(15) Q: Anyone else other than you or Mr. Walker as far as
(16) you can recall?

(17) A: No.

(18) Q: I'm sorry. I cut you off. If you could just give
(19) the answer to that question. You did, but I think we talked
(20) over each other.

(21) A: No.

(22) Q: The third item on Mr. Becker's agenda is: "To
(23) reduce the length of time (expected at the outside to be six
(24) to eight months) YBD," which stands for Young Brothers
(25) Development, "will be required to continue to post its

(1) collateral as a loan guarantor."

(2) Do you recall whether you had any information in
(3) late September 1994 that the NPF might be able to pay off
(4) the guarantee or the amounts guaranteed by Young Brothers
(5) Development in six to eight months?

(6) A: There might have been some speculation, you know,
(7) if fund-raising increased dramatically, but no, it was
(8) always expected that it would be paid back over a three-year
(9) term.

(10) Q: A three-year term?

(11) A: I believe it was a three-year term.

(12) Q: Turning the page of Denning Exhibit No. 8 and
(13) focussing your attention on point No. 8, "...NPF has
(14) represented to YBD (USA) Inc. that in the past years the NPF
(15) has always received 100% of all pledges made to it and that
(16) the NPF fully expects to receive, and assign to the Signet
(17) Bank, all of its current and prospective pledges as
(18) described herein...."

(19) Do you have any understanding as to where Mr.
(20) Becker or others at YBD (USA) had received the belief or
(21) understanding that the NPF always received 100 percent of
(22) its pledges, understanding, again, that that's Mr. Becker's
(23) use of words and not yours?

(24) A: I think probably from in discussions with me, he
(25) asked me, as I recall, what kind of history we had in that

(1) regard, and I indicated that we had been able to collect on
(2) all the pledges made and saw no reason that that might
(3) change.

(4) Q: Is it your recollection that around this time,
(5) late September 1994, the NPF had, in fact, always received
(6) 100 percent of the pledges made to it. I guess collected 100
(7) percent of the pledges?

(8) A: That's right.

(9) Q: Finally, in the last sentence on the second page
(10) of Denning Exhibit 8, Mr. Becker is making reference to the
(11) two-paged attachment which bear the Bates Nos. 53 and 54,
(12) the last two pages of Denning Exhibit 8, and he said, "This
(13) publication deals directly with the law's"--which is the
(14) Federal election laws--"prohibition against foreign
(15) nationals being involved in federal elections."

(16) At any point prior to September 23, 1994, were you
(17) aware that there might be an issue with the loan guarantee
(18) of a foreign national being involved in a Federal election?

(19) A: Was I aware?

(20) Q: Yes, and I guess consistent with what Mr. Becker
(21) is saying, were you aware that there could be an issue
(22) arising in the loan guarantee about a foreign national's
(23) involvement in a Federal election?

(24) A: Number one, yes, I was aware that it was against
(25) the law for a foreign national to contribute to an election.

(1) Number two, I hired a law firm to make damn sure that was
(2) not the case here. We're talking about apples and oranges,
(3) I think, and I've got a pretty thick legal opinion someplace
(4) to back it up.

(5) Q: At any time prior to signing the loan guarantee
(6) documents on October 13, 1994, did anyone from the NPF as
(7) far as you know, which would extend to the lawyers you hired
(8) for that, conduct an investigation as to whether the funds
(9) were coming from a foreign source or not, as far as you
(10) know?

(11) A: No. It didn't concern us. Even if it did, it was
(12) legal.

(13) Q: The last question I have for you is on the last
(14) page of Denning Exhibit 8, the bracketed paragraph, which I
(15) don't know whose handwriting that is that drew the box
(16) around it, but it says, "There are special rules for U.S.)
(17) subsidiaries of foreign corporations, so that no foreign
(18) money is used to run any political action committees (PACs)
(19) they establish, and no foreign nationals are involved in any
(20) way"--it's underscored, but that appears to be underscored
(21) by the person's handwriting--"in contributions by such
(22) PACs." Was that your understanding of the law in the fall
(23) of 1994?

(24) A: It was.

(25) Q: Do you have any reason to believe that the

(1) National Policy Forum did not comply with the law in
(2) relation to the loan guarantee from Young Brothers
(3) Development?

(4) A: No, not at all. In fact, we took steps to assure
(5) that it did.

(6) MR. PERRY: That it did comply with the law?

(7) THE WITNESS: That it did comply with the law.

(8) BY MR. FRENKEL:

(9) Q: And those steps were ones you testified to already
(10) which is hiring the law firm of Baker & Hostetler; is that
(11) right?

(12) A: That's right, and as far as this reference to this
(13) FEC press release goes, I'd note that it talks about PACs
(14) and special rules for U.S. subsidiaries, and the NPF was not
(15) a PAC. It was a 501(c)(4), and this isn't even relevant to
(16) the issue.

(17) Q: Did you have any discussions with Mr. Becker when
(18) you were a point person for the NPF and he was the point
(19) person for Young Brothers Development about his--I'll call
(20) it concern. However, if counsel wants to object to that
(21) characterization, that at least in his September 23, 1994
(22) memorandum, Mr. Young--he seems to think that it was
(23) relevant.

(24) A: What are you referring to?

(25) MR. SPAEDER: Well, yes. I think it is very hard

(1) to ask this witness about something that another individual
(2) who happens to be a lawyer is communicating in confidence to
(3) this client regarding a matter that is the subject of
(4) transaction with another party. I don't think this witness
(5) could give anything that is probative in terms of the
(6) answer.

(7) He's testified that his state of mind was totally
(8) innocent with respect to this transaction, for the reasons
(9) he's indicated. I am really reluctant to have him go into
(10) much further detail because I don't see how it's relevant to
(11) the inquiry.

BY MR. FRENKEL:

(12) Q: I'm sorry. Maybe my question wasn't clear. I was
(13) asking if you had any discussions with Mr. Becker about the
(14) issue.

(15) A: Not that I recall.

(16) MR. SPAEDER: Off the record.

(17) MR. FRENKEL: Sure.

(18) [Discussion off the record.]

(19) [Recess.]

(20) [Denning Deposition Exhibit

(21) No. 9 was marked for

(22) identification.]

(23) MR. FRENKEL: On the record.

(24) During the break, the court reporter marked a

(1) composite exhibit as Denning Exhibit 9, which is made up of
(2) the Bates stamp Nos. SIG617, 598 which is the second page,
(3) and 600 which is the third page, and the first page of
(4) Denning Exhibit 9 is dated October 3, 1994, on the
(5) letterhead of Baker & Hostetler, a letter from Eric Geppert
(6) to P.J. Stevens at the Signet Bank, carbon copies to Mr.
(7) Denning, Steve Walker, and Mark Braden, another lawyer with
(8) Baker & Hostetler.

BY MR. FRENKEL:

(9) Q: I would represent to you, Mr. Denning, that it
(10) would be my understanding that the last two pages of this
(11) document, Denning Exhibit 9, are probably in the handwriting
(12) of someone at Signet Bank.

(13) A: Okay.

(14) MR. PERRY: Let me note for the record that these
(15) are non-sequential Bates numbers, and you called it a
(16) composite exhibit or a group exhibit. It is not necessarily
(17) clear that these three documents are intended as a series or
(18) connected pages.

(19) MR. FRENKEL: Without a long colloquy, I would
(20) just say that I believe them all to be linked. We will go
(21) ahead.

BY MR. FRENKEL:

(22) Q: The second page of Denning Exhibit 9--first of
(23) all, do you recognize the handwriting on the second page of

(1) Denning Exhibit 9?

(2) A: No.

(3) Q: The third item on the page says "Add." It could
(4) be an abbreviation for "additional," but that's also my
(5) speculation. Due Diligence--Hong Kong Corporation.

(6) Do you recall any discussion with Mr. Becker about
(7) whether the funds Young Brother Development USA was going to
(8) use to guarantee the loan at the National Policy Forum would
(9) come from a Hong Kong corporation?

(10) A: No.

(11) Q: Do you recall whether anyone else--did you come to
(12) learn whether anyone else at the NPF had discussions with
(13) anyone at Young Brothers Development about whether the
(14) source of funds from the loan guarantee would come from a
(15) Hong Kong corporation?

(16) A: No.

(17) Q: Turning to the last page of Denning Exhibit 9
(18) which bears the Bates No. SIG600, it appears to be some sort
(19) of a draft letter where there it is to you, Mr. Denning, as
(20) a borrower and Becker as the collateral provider. Do you
(21) recognize the handwriting on this document?

(22) A: No.

(23) Q: On the very bottom of the page 600, on the
(24) left-hand side, there are words which appear to say "Balance
(25) RNC." Do you have any idea as you look at some of the

(1) computational numbers what that is intended to mean?
 (2) A: I could only speculate that it means recourse to
 (3) the RNC.
 (4) Q: What does that mean in non-legal language,
 (5) recourse to the RNC?
 (6) A: That if there were a default, the balance would go
 (7) to the RNC for repayment, possibly.
 (8) Q: Just to see if I understand you what you mean by
 (9) recourse to the RNC, does that mean if there would be a
 (10) default, the RNC would be the party responsible for repaying
 (11) whatever balance was left on the loan guarantee?
 (12) A: That's right. If NPF defaulted, the bank would
 (13) first go to the RNC before it drew down the collateral.
 (14) Q: Do you recall having any discussions with any
 (15) individuals from Signet Bank on that particular topic about
 (16) recourse to the RNC in the event of a default by the NPF?
 (17) A: No, not discussions with Signet.
 (18) Q: Do you recall having discussions with others about
 (19) the recourse to the RNC?
 (20) A: I recall that Mr. Becker, that that was a
 (21) condition the guarantor made in the transaction.
 (22) Q: Is it your understanding that that was a condition
 (23) the RNC agreed to prior to entering the loan transaction?
 (24) A: That's my understanding, yes.
 (25) Q: Do you know who on behalf of the RNC made that

(1) commitment that the RNC would agree to be the--I don't know
 (2) if the right term is "recourse payer."
 (3) A: Mr. Barbour made the commitment.
 (4) Q: Were you present when Mr. Barbour made the
 (5) commitment, as far as you know?
 (6) A: No, I was not.
 (7) Q: Do you know who, if anyone, was present?
 (8) A: I don't know.
 (9) Q: Just directing your attention to the curved
 (10) writing or the writings on the right-hand margin at an
 (11) angle, I am just directing you to the last point, which is
 (12) point 2 which says "Fair Consideration," and my reading of
 (13) this writing says what are the providers of collateral
 (14) getting for giving CD. I guess CD is certificate of
 (15) deposit. Would that be your guess as to what CD stands for?
 (16) A: That would be my guess, yes.
 (17) Q: It says in parentheses, "(Attorney)." Do you
 (18) recall any discussions on or about October 3, 1994 with
 (19) Signet Bank about what Young Brother Development USA as the
 (20) collateral provider would be getting in return for giving a
 (21) certificate of deposit?
 (22) A: I do not, no.
 (23) MR. FRENKEL: Mark this as Denning 10.
 (24) I have marked as Denning Exhibit 10 a
 (25) four-paged-a five-paged document with Bates Nos. NPF305

(1) through 309. The first page is on National Policy Forum
 (2) letterhead. The document is dated October 7, 1994, and it
 (3) is a telecopy of a letter sent by telecopier and Federal
 (4) Express from Mr. Denning as chief operating officer of the
 (5) NPF to Ambrous Young and Benton Becker.
 (6) (Denning Deposition Exhibit
 (7) No. 10 marked for
 (8) identification.)
 (9) (Witness perusing the document.)
 (10) BY MR. FRENKEL:
 (11) Q: Just to shorten the proceedings, I don't plan to
 (12) ask you detailed questions about the legal elements in here,
 (13) just if you have had a chance to review the letter.
 (14) A: Okay.
 (15) Q: On the third page of Denning Exhibit 10, which
 (16) bears the Bates stamp NPF307 in the lower right-hand corner,
 (17) is that your signature, Mr. Denning?
 (18) A: It is.
 (19) Q: Do you recall writing this letter to Mr. Young and
 (20) Mr. Becker?
 (21) A: No. It was prepared for my signature.
 (22) Q: Do you recall who prepared the letter for your
 (23) signature?
 (24) A: Baker & Hostetler.
 (25) Q: Do you know which lawyer or lawyers at Baker &

(1) Hostetler might have prepared this document?
 (2) A: I dealt with Mark Braden, so either Mark or
 (3) somebody under his supervision, I would think.
 (4) Q: Do you recall whether you had any comments on a
 (5) draft of this document, if there was a draft of the
 (6) document?
 (7) A: Not that I recall, no.
 (8) Q: I want to direct your attention to the second page
 (9) of Denning Exhibit 10, item 2, the last two sentences of
 (10) item 2, "In this regard, NPF has experienced the fund
 (11) raising results described on Exhibit A to this letter," and
 (12) if you just turn the page with me, NPF 308, the
 (13) next-to-the-last page, it is headed Exhibit A. It says,
 (14) "NPF FUND RAISING RESULTS AS OF SEPTEMBER 30, 1993," but is
 (15) otherwise blank, and I will represent to you that that was
 (16) the way it was produced to us. So I don't know whether
 (17) there was or was not writing on that page as of the date of
 (18) your letter.
 (19) Let me also state for the record--well, I guess it
 (20) doesn't have to really be on the record.
 (21) MR. FRENKEL: I think some of the photocopying
 (22) came out very poorly. So you may have trouble reading the
 (23) Bates stamps on your copies, but they are there.
 (24) BY MR. FRENKEL:
 (25) Q: Then, turning back to the second page of Denning

(1) Exhibit 10, item 2, it says, "Furthermore, NPF's collection
 (2) rate on pledges deemed by NPF to be firm commitments has
 (3) been 100%." Do you recall the use of the term "firm
 (4) commitments" at the NPF on or about this time, October 7,
 (5) 1994?
 (6) A: To the extent I believe it to mean pledged by
 (7) entities that we expected would be honored, we felt
 (8) confident, firm about.
 (9) Q: Do you have any sense as of, again, where it says
 (10) early October 1994, what the donation history of pledged had
 (11) been to the NPF? What I mean by that is what percentage of
 (12) those pledges made to the NPF you felt confident would, in
 (13) fact, be turned over to the NPF at some time.
 (14) A: To the extent our donor history had been fairly
 (15) stable, once a commitment was made, it was our experience it
 (16) was followed through on.
 (17) Q: I just want to turn your attention back to Denning
 (18) Exhibit 8, the second page of that exhibit which is a memo
 (19) from Mr. Becker to Mr. Young. It is the second page, item
 (20) 8.
 (21) A: Uh-huh.
 (22) Q: Mr. Becker writes, "...NPF has represented to YBD
 (23) (USA) Inc. that in the past years the NPF has always
 (24) received 100% of all pledges made to it and that the NPF
 (25) fully expects to receive, and assign to the Signet Bank, all

(1) of its current and prospective pledges as described
 (2) herein..."
 (3) Do you know whether anyone from the NPF had
 (4) represented to Mr. Becker that NPF expected to receive 100
 (5) percent of all pledged and not just those pledged that
 (6) deemed to be firm commitments or those items identical in
 (7) your mind--those terms? I'm sorry.
 (8) A: Well, if I'm following you, I think they're
 (9) identical in that sense.
 (10) Q: Essentially, your understanding was that at or
 (11) about this time in early November 1994 that all pledges made
 (12) to the National Policy Forum were firm commitments that
 (13) would, in fact, be collected?
 (14) A: That's right, yes.
 (15) Q: Do you know whether anyone at the National Policy
 (16) Forum as opposed to lawyers retained by the National Policy
 (17) Forum engaged in what is known as due diligence regarding
 (18) this loan?
 (19) I will leave that question on the record, but let
 (20) me ask it a different way. Are you familiar with the term
 (21) "due diligence"?
 (22) A: Yes.
 (23) Q: What is your understanding of the term, especially
 (24) in connection with the loan transaction?
 (25) A: The individuals within their areas of expertise

[1] are required to fully investigate the pertinent facts and
 [2] report their opinions to the person they have to report
 [3] those to.
 [4] Q: Given that understanding of due diligence, did
 [5] anyone other than retained counsel to the National Policy
 [6] Forum to your knowledge engage in any due diligence of Young
 [7] Brothers Development?
 [8] MR. SPAEDER: That assumes that due diligence was
 [9] legally required, but he can answer the question, as he
 [10] defines the term.
 [11] THE WITNESS: Well, I looked into it. I think
 [12] Norcross was asked by Haley about—I don't know that to be
 [13] the case, but I think he was. I looked into it, was
 [14] satisfied, and then, really, from that point on, relied on
 [15] legal counsel to make sure it was air-tight.
 [16] BY MR. FRENKEL:
 [17] Q: What did your undertaking of due diligence consist
 [18] of, your personal undertaking? I think you testified in the
 [19] answer to the last question that you looked into it. I am
 [20] just asking you to expand a little bit on that answer.
 [21] A: I asked questions about Young Brothers Development
 [22] of Mr. Volcansek and, I believe, Mr. Becker and was assured
 [23] that, you know, it was a U.S. corporation, that it was in
 [24] Florida, and that was about it.
 [25] Q: At any time as part of the due diligence that you

[1] conducted, did you make any inquiry into the assets of Young
 [2] Brothers Development USA, the Florida corporation?
 [3] A: I did not.
 [4] Q: Did you make any inquiry to Mr. Volcansek or
 [5] others or request of them to look into the asset condition
 [6] of Young Brothers Development USA?
 [7] A: No.
 [8] Q: Do you know whether anyone else connected with the
 [9] National Policy Forum made any inquiry into the asset
 [10] condition of Young Brothers Development USA prior to
 [11] entering the loan transaction?
 [12] A: Not to my knowledge or belief.
 [13] MR. FRENKEL: I will mark the next exhibit as
 [14] Denning 11.
 [15] Denning 11 is a two-paged document on the
 [16] letterhead of Baker & Hostetler dated October 6, 1994,
 [17] although the second page in the header is dated October 7,
 [18] 1994. So it was created on one of those two dates. It is a
 [19] letter from Mark Braden to Benton Becker with a carbon copy
 [20] to Mr. Dan Denning. The subject of the letter on Denning
 [21] Exhibit 11 states loan guarantee.
 [22] [Denning Deposition Exhibit
 [23] No. 11 marked for
 [24] identification.]
 [25] [Witness perusing document.]

[1] BY MR. FRENKEL:
 [2] Q: Now that you have had a chance to review Denning
 [3] Exhibit 11, you testified earlier about a legal opinion that
 [4] you paid for—not you personally, of course—the National
 [5] Policy Forum paid for from Baker & Hostetler. Is this the
 [6] legal opinion that you were referring to in your earlier
 [7] testimony?
 [8] A: It is.
 [9] Q: Is there any other legal opinion that you are
 [10] aware of that Baker & Hostetler performed for the National
 [11] Policy Forum in relation to the loan guarantee by Young
 [12] Brothers Development?
 [13] A: Other than the transactional work and
 [14] documentation backing up the entire transaction, no,
 [15] although there may be others. This is the only one I'm
 [16] aware of.
 [17] Q: Again, I think you just said it there at the end.
 [18] As far as you remember, Denning Exhibit 11 is the only legal
 [19] opinion concerning the propriety of the transaction that you
 [20] recall receiving?
 [21] A: That's right.
 [22] Q: In the second paragraph of Denning Exhibit 11, Mr.
 [23] Braden does what many lawyers do which is sort of to state
 [24] what the question to him was before he gives the answer, and
 [25] he states, "You have requested our review of whether this

[1] transaction conflicts with certain United States laws. Your
 [2] concern arises out of the fact that the existing and
 [3] currently due loan obligations of NPF are to an organization
 [4] which has an affiliated political committee as defined by
 [5] the Federal Election Campaign Act of 1971."
 [6] As best as you can recall now, sitting here, was
 [7] Mr. Braden's statement to you an accurate reflection of what
 [8] you had, in fact, requested Baker & Hostetler to undertake?
 [9] A: No. My memory is I wanted an A-to-Z opinion on
 [10] the entire transaction, and the way you're referring to this
 [11] and the way I read that sentence, it seems more limited than
 [12] I remember. This seems to address itself strictly to NPF's
 [13] relationship to what I assume to be the RNC.
 [14] I don't know what he means by an affiliated
 [15] political committee. Is that what he's referring to?
 [16] MR. FRENKEL: I'm sorry. Mr. Perry, did you
 [17] have—
 [18] MR. PERRY: No, I'm sorry. I just wanted to note
 [19] that I'm not sure this is the only letter from Mr. Braden in
 [20] existence, but I don't want to get in the way of your
 [21] questions, so go ahead.
 [22] BY MR. FRENKEL:
 [23] Q: Just to follow up on what Mr. Perry said, and I
 [24] believe you have testified to this twice, you're not aware
 [25] of any other letter that Mr. Braden sent you relating to

[1] this subject matter of the legality of the transaction, is
 [2] that correct, other than—I'm not referring not specifically
 [3] to the loan transaction documents, whether this form of
 [4] collateral is okay or not okay. I am just referring to
 [5] whether the transaction could be entered into at all.
 [6] Do you recall any other legal opinion from Baker &
 [7] Hostetler other than Denning Exhibit 11?
 [8] A: Yes.
 [9] Q: What is that? What do you recall receiving?
 [10] A: That the anticipated transaction met all the
 [11] requirements of the statutes, as did the guarantor, and that
 [12] it was gone over from A to Z in every aspect by this law
 [13] firm, and the appropriate Holy water was put on it. I read
 [14] this letter as more limited than I remember to be the case.
 [15] Q: Again, I believe you just testified to it, but
 [16] just so I am clear, your recollection is that Mr. Braden's
 [17] statement to you about the scope of the work he was doing is
 [18] less comprehensive than you had actually asked him to
 [19] undertake on behalf of the National Policy Forum; is that
 [20] right?
 [21] A: That's right. I believe there is either another
 [22] letter or I'll state for the record that he told me verbally
 [23] that his review of the entire transaction met the
 [24] requirements of the statute.
 [25] Q: Do you know whether Mr. Braden considered—and I

[1] know you can't get into Mr. Braden's mind to know everything
 [2] he considered, but do you know whether he had the
 [3] information that Young Brothers Development USA was going to
 [4] be receiving monies from a Hong Kong corporation, Young
 [5] Brothers Development, Limited?
 [6] A: I do not.
 [7] Q: Turning to the second page of Denning Exhibit 11,
 [8] the second paragraph reads, "We have been assured (and
 [9] assume it to be true) that the partial repayment by NPF of
 [10] such outstanding loan obligations will not be made to a
 [11] political committee as defined by the Act."
 [12] What was your understanding in early October 1994
 [13] as to what entity would receive payment from the NPF as a
 [14] result of obtaining the \$2.1-million loan guarantee?
 [15] MR. PERRY: Let me make a quasi-objection at this
 [16] point. I think that the intent of your question is to ask
 [17] him about the proper interpretation of a term in an FEC
 [18] statute, and I am not sure if that is where you are going or
 [19] not, but from your question, I was led to believe that is
 [20] where you are headed.
 [21] I don't think that is an appropriate question at
 [22] this point for a person who is not performing the legal
 [23] analysis.
 [24] That's it. Please go ahead.
 [25] MR. FRENKEL: No, I am not asking Mr. Denning to

(1) make a legal judgment as to the accuracy of Mr. Braden's
(2) advice. It was simply a question.
(3) **BY MR. FRENKEL:**
(4) **Q:** Reading the document, I was hoping to frame the
(5) question as to what entity did you understand would receive
(6) monies from the NPF as a result of the NPF being able to get
(7) a loan guarantee of \$2.1 million.
(8) **A:** The RNC.
(9) What's 11 CFR?
(10) **Q:** "CFR" is a legal abbreviation for something known
(11) as the "Code of Federal Regulations."
(12) **A:** I know that, but what's 11? Is that the federal
(13) campaign, the Federal Election Act?
(14) **Counsel?** I don't know what the hell that sentence
(15) means.
(16) **MR. PERRY:** Hold on. Are we on the record? Let's
(17) go off the record.
(18) **MR. SPAEDER:** Let me confer for a second.
(19) [Witness conferring with counsel.]
(20) **MR. FRENKEL:** Let's mark the next document as
(21) Denning 12.
(22) [Denning Deposition Exhibit
(23) No. 12 was marked for
(24) identification.]
(25) **BY MR. FRENKEL:**

(1) **Q:** I'll alert you that it's a multi-page document,
(2) but I really don't intend to ask many questions on it. I
(3) really just intend for you to identify if you've seen it.
(4) For the record, Denning Exhibit 12 bears the Bates stamp
(5) range NPF 186 through 193.
(6) **MR. FRENKEL:** I have got to apologize to counsel.
(7) That's been cut off on your copies.
(8) **MR. PERRY:** That is 186-?
(9) **MR. FRENKEL:** Through 193. I will represent that
(10) that's what the Bates range is.
(11) **BY MR. FRENKEL:**
(12) **Q:** The document is minutes of a special meeting of
(13) the board of directors of the National Policy Forum which
(14) goes on for some six pages, followed by a one-page list of
(15) the board of directors of the National Policy Forum and how
(16) they received notice of the meeting, and the final page,
(17) NPF-193, an affidavit of mailing of the notice of special
(18) meeting of the NPF board which had been prepared for Mr.
(19) Denning's signature but which is unsigned on the document.
(20) Mr. Denning, do you recall participating in this
(21) special meeting of the board of directors of the National
(22) Policy Forum by telephone--well, you weren't necessarily on
(23) it by telephone, but some people were participating by
(24) telephone on or about 5:00 p.m. Eastern Time, October 10,
(25) 1994?

(1) **A:** I do.
(2) **Q:** Do you recall who suggested that it was necessary
(3) for the board to have a special meeting?
(4) **A:** I believe I did.
(5) **Q:** Who did you have to communicate that to for the
(6) meeting to be held, if anyone?
(7) **A:** Haley. Just the chairman of the board.
(8) **Q:** Was the primary purpose of the meeting to get
(9) board approval to complete the loan transaction documents
(10) for the Young Brothers Development loan guaranty that we've
(11) been talking about most of the afternoon?
(12) **A:** It was.
(13) **Q:** Briefly, on page 5 of Denning Exhibit 12, Bates
(14) Number NPF-190, under "Election of Secretary-Treasurer,"
(15) there's an indication that the office of secretary-treasurer
(16) was vacant since no successor to Mr. Kenneth J. Hill had
(17) been nominated or elected. And then the board proceeds to
(18) nominate and appoint Lyons Brown, Jr., as the secretary-
(19) treasurer. Do you recall when Mr. Hill left the NPF?
(20) **A:** I believe in July '94.
(21) **Q:** Do you recall whether he left voluntarily, or was
(22) he asked to leave by someone at the NPF?
(23) **A:** I do recall. It was--After the report was issued,
(24) there was a general downsizing, and Ken left as part of
(25) that.

(1) **Q:** Until a successor was nominated and elected, as
(2) took place at the board meeting, did the general
(3) responsibilities as secretary-treasurer fall to you as the
(4) chief operating officer?
(5) **A:** They did.
(6) **Q:** On the next page of Denning Exhibit 12, which is
(7) page 6, and Bates Number NPF-191, is that your signature as
(8) acting secretary?
(9) **A:** It is.
(10) **MR. FRENKEL:** Off the record for one second.
(11) [Discussion off the record.]
(12) **MR. FRENKEL:** Mark the next exhibit as Denning 13.
(13) [Denning Deposition Exhibit
(14) No. 13 was marked for
(15) identification.]
(16) **MR. FRENKEL:** For the record, Denning 13 begins on
(17) Bates page SIG-676, and goes through 687, although the final
(18) page is Bates SIG-231. So again, it's 676 through 687 in
(19) SIG, and the very last page of the document, Denning 13, is
(20) SIG-231.
(21) **BY MR. FRENKEL:**
(22) **Q:** Have you ever seen--I guess I'll count by the
(23) pages, because some of this you may have seen before; I'm
(24) sure some of this you've never seen before. I guess up
(25) until what I have as Bates page 683, and I don't know

(1) whether that came out on counsel's copy or not, but that's
(2) the NPF balance sheet. Have you previously seen any of the
(3) pages of Denning 13, up until the point of the balance
(4) sheet, before?
(5) **A:** I've never seen the first two pages.
(6) **Q:** From the materials starting with the balance sheet
(7) on Denning Exhibit 13, which I have as Bates page SIG-683,
(8) have you seen the subsequent pages before?
(9) **A:** I believe I've seen the document titled
(10) "Commercial Credit Memorandum, October 12," pages 1 through
(11) 5, which was part of the documentation backing up the
(12) transaction.
(13) **Q:** Just to be clear, the pages you've just
(14) identified, that begins on the third page of Denning Exhibit
(15) 13?
(16) **A:** Right.
(17) **Q:** And where do you believe you've seen that before?
(18) **A:** It's part of the documentation on the transaction.
(19) **Q:** Is this a document the bank would have prepared?
(20) **A:** Yes.
(21) **Q:** And now, turning to the end of that document, so
(22) after page 5 of the material you've just identified, and
(23) beginning with the balance sheet which says on the lower
(24) left-hand corner "Exhibit 1," I'm asking you if you recall
(25) seeing what's marked on the lower left-hand corners as

(1) "Exhibit 1," "Exhibit 2," "Exhibit 3," "Exhibit 4," "Exhibit
(2) 5," and then the final page, which is a fax page which does
(3) not have any exhibit identification on it on the lower left-
(4) hand corner?
(5) **A:** I do.
(6) **Q:** At least for Exhibits 1 through 5, as they're
(7) identified here on Bates page SIG-683, which is the balance
(8) sheet, and ending on 687, which is the lower left-hand
(9) corner Exhibit 5, entitled in bold print "National Policy
(10) Forum," with a listing of months and pledges, was that
(11) material--by "that material" I mean Exhibits 1 through 5
(12) here in the Denning 13--provided to the bank?
(13) **A:** I believe it was. I believe it was appended to
(14) this document.
(15) **Q:** Do you know about the final page, which is not in
(16) sequential Bates number but SIG-231, whether that
(17) information was also provided to the bank at any point?
(18) **A:** This is--I don't recall. It's a standard payable
(19) report format. It probably was. I believe it was required,
(20) so I believe it was provided to the bank.
(21) **Q:** Going back to the first page of Denning Exhibit
(22) 13, understanding that you did not create this document and
(23) you're not responsible for the words in it, the heading
(24) "Nature of Business," which is in the lower left-hand
(25) corner, the--I guess the third item down--Do you see where

(1) I'm referring on the document?
 (2) A: I do.
 (3) Q: It says, "Nature of Business: Research affiliate
 (4) of Republican National Committee." Was it your belief, on
 (5) or about the date of this exhibit, which is October 11,
 (6) 1994, that the NPF was a research affiliate of the RNC?
 (7) A: It was not.
 (8) Q: Do you have any understanding as to where the bank
 (9) might have come up with that impression?
 (10) A: Yes, I think somebody had to fill in a blank and
 (11) they filled it in, not knowing what they were talking about.
 (12) Q: Turn to the next page of Denning Exhibit 13, about
 (13) halfway down the page, section "K," to the right-hand side
 (14) of the page where it says "Risk Rating Justification." The
 (15) person preparing the document says, "Excellent collateral
 (16) quality, borrower shares top-level management Republican
 (17) National Committee." Other than Mr. Barbour, are you aware
 (18) of any other top-level management that was shared by the NPF
 (19) and the RNC?
 (20) A: There were none.
 (21) Q: Turning to the next page of Denning Exhibit 13, on
 (22) which the heading is "Commercial Credit Memorandum, National
 (23) Policy Forum, October 12, 1994," under item I, "Borrower
 (24) Description," the first sentence identifies the NPF and says
 (25) it was formed in May 1993 as an offshoot of the RNC. Was it

(1) your understanding in mid-October 1994 that the NPF was an
 (2) offshoot of the RNC?
 (3) A: Come on, counsel. Give me a break.
 (4) Q: Can I interpret that to mean "no"?
 (5) A: You can interpret it to mean "no."
 (6) Q: Do you have any understanding as to where the
 (7) Signet Bank might have determined for itself that the NPF
 (8) was an offshoot of the RNC?
 (9) A: I have no idea.
 (10) Q: Turning to section II, "Due Diligence," "B," a
 (11) guarantor in professional services," directing your
 (12) attention to the second sentence there, it says, "YBD USA is
 (13) a wholly-owned subsidiary of Young Brothers Development
 (14) Company, Limited, YBD, a Hong Kong based organization." Did
 (15) you know at the date of this document, October 12, 1994,
 (16) that Young Brothers Development USA was a wholly-owned
 (17) subsidiary of the Hong Kong company Young Brothers
 (18) Development Limited?
 (19) A: Well, let me answer it this way. I knew YBD USA
 (20) was affiliated with a parent that was Hong Kong based. I
 (21) think "wholly-owned subsidiary" has a legal connotation that
 (22) I was not aware of. But I'll add, I didn't care, being a
 (23) 501(c)(4).
 (24) Q: Turning to the next page, under "III, Risk
 (25) Assessment," "A(1) Business Risk," looking at the second

(1) paragraph which begins with "Mr. Barbour's increased
 (2) availability."
 (3) A: Uh-huh.
 (4) Q: I'll just continue reading: "Beginning in
 (5) November of 1994, NPF expects to embark on a solicitation
 (6) program which will have Mr. Barbour visiting ten corporate
 (7) prospects per month." Is that an accurate reflection of the
 (8) plans of the NPF beginning in November of 1994 for Mr.
 (9) Barbour's time or visits for fundraising activities?
 (10) A: Yes, I believe it is.
 (11) Q: As far as you know, would the number of visits,
 (12) ten per month, represent any change in the level of Mr.
 (13) Barbour's activity in fundraising?
 (14) A: I believe that's an increase over what he was able
 (15) to devote to it, at least in the immediate past period. I
 (16) think earlier on he had devoted that much time, and then
 (17) other commitments had taken over. And here he was
 (18) committing to take it back up to this level.
 (19) Q: Skipping one sentence, the following sentence
 (20) reads, "Although Mr. Barbour frequently comes away from
 (21) these meetings with a check, NPF has projected most pledges
 (22) to be collected within a four- to six-week period following
 (23) the meeting." Again, given the time frame, mid-October of
 (24) 1994, was that a generally accurate statement about the
 (25) period lapse between a pledge being made and the money

(1) coming in to the coffers of the NPF?
 (2) A: It is. Well, some donations were one check.
 (3) Others were spread over a defined period of time. So it
 (4) varied. But typically, after a commitment was made, it was
 (5) forthcoming in the very near future.
 (6) Q: Procedurally, do you know what happened when Mr.
 (7) Barbour was given a check where he either made a
 (8) solicitation or someone, as this paragraph indicates,
 (9) actually wrote him a check at the meeting, what would happen
 (10) to it once he came back with it to the NPF?
 (11) A: It was turned over to our controller and entered
 (12) onto the books.
 (13) Q: Do you know what process, if any, there was to
 (14) then match, to keep track of who had made the pledge, when
 (15) it had been received, the amount, whether additional pledges
 (16) were being received, that sort of information?
 (17) A: It was tracked by our fundraising department.
 (18) Q: The next sentence following the one we just read
 (19) said, "While this time table may hold true in the future--"
 (20) and I think that's referring to the four- to six-week period
 (21) "--NPF's data on collected pledges point to a longer
 (22) collection process." So I guess some period of time longer
 (23) than four to six weeks. Do you have an understanding as to
 (24) whether that statement that NPF's actual collection process
 (25) prior to October 12th, 1994, took on average longer than

(1) four to six weeks?
 (2) A: No. As I said, normally the funds were
 (3) forthcoming shortly after the commitment was made, or when
 (4) due. We didn't have a payables problem, or a receivables
 (5) problem.
 (6) Q: Turning to the next paragraph, in the second
 (7) sentence, it says, "Analysis of their--" meaning the NPF's
 (8) "quarterly expense projections shows fixed quarterly cash
 (9) expenses before debt service of between 500 M," which I
 (10) presume means 500,000. Is that your understanding of that?
 (11) A: It is.
 (12) Q: "--and 600,000, supported by collection of
 (13) existing pledges of between 270,000 and 50,000 per quarter.
 (14) This gap between 'known revenue' and fixed expenses is the
 (15) essence of NPF's business risk. In a typical quarter, NPF's
 (16) new fundraising efforts must bring in sufficient funds to
 (17) bridge a gap of around \$300,000 plus provide approximately
 (18) 225,000 to service this credit facility."
 (19) Just so I understand it, is the assessment that
 (20) every quarter the NPF needed to raise approximately \$500,000
 (21) to fund all of its operating expenses and stay current on
 (22) the obligations it was going to incur following the loan
 (23) guaranty by Young Brothers Development?
 (24) A: In other words, you're asking me if I agree with
 (25) this analysis?

(1) Q: I guess I'm trying to say, based on your
 (2) experience as the chief operating officer, was that a
 (3) generally correct statement for October 1994, that the NPF
 (4) was going to need to raise approximately \$500,000 per
 (5) quarter to stay current?
 (6) A: Including debt service?
 (7) Q: Yes, I believe that's what they're saying in here.
 (8) A: Okay, that'd be about right, I would think. I
 (9) mean, I think this analysis here is really faulty, but I
 (10) agree with your bottom line.
 (11) Q: What do you disagree with in the analysis?
 (12) A: I did it again. Well, you know, this analysis
 (13) assumes a constant level of spending, when in fact it had
 (14) dropped precipitously after we issued the report. And I
 (15) think these numbers are based on old data, for example. But
 (16) without--You know, at this hour of the day and--I mean, I
 (17) haven't looked at these numbers in quite a while. That's
 (18) about the best I can do. I think 500,000 at that point in
 (19) time is probably too high, in fact. I'm sorry, per quarter?
 (20) Is that what it is?
 (21) Q: That's my understanding of what they're writing
 (22) about.
 (23) A: Okay, I'll--I can live with that.
 (24) Q: From October 1-1th, '94, through the end of your
 (25) stay at the NPF do you know whether NPF was able to raise

(1) approximately \$500,000 per quarter, as hoped for, I suppose.
 (2) by Signet Bank?
 (3) A: I don't know. The records are the records. I
 (4) mean, this is just--It's garbage-in-garbage-out. The bank
 (5) had to fill out a form, and I don't know where they got
 (6) these numbers.
 (7) Q: Maybe I can ask the question this way. Following
 (8) the loan guaranty and I guess maybe then beginning November
 (9) 1, 1994, the next month, till the time you left the NPF in-
 (10) I think it was October 1995? Is that right?
 (11) A: No, I was out of there well before that.
 (12) Q: I'm sorry. I've completely forgotten the date.
 (13) Was it June?
 (14) A: No, it was more like--I resigned in February or
 (15) March.
 (16) Q: Okay, sorry, February or March. Do you recall
 (17) whether the NPF continued to run a deficit for those four
 (18) months, five months, that you were still there following the
 (19) loan guaranty?
 (20) A: I don't recall.
 (21) Q: Turning the page to page 3 of Denning 13--and
 (22) really, I guess I mean page 3 of the commercial credit
 (23) memorandum under number two, "Financial Statement and Cash
 (24) Flow Analysis," in the first sentence it says, "Since
 (25) commencing operations 16 months ago, NPF has operated with

(1) the guidance and funding of the RNC," and then goes on to
 (2) list the steps. Do you agree with the statement in there
 (3) that the NPF operated with the guidance and funding of the
 (4) RNC?
 (5) A: Absolutely not. I mean, you know, it's--I don't
 (6) agree with that.
 (7) Q: Turning towards the end of the second paragraph
 (8) within that section, the sentence states, "It is through
 (9) this increased level of fundraising that NPF will service
 (10) this loan facility," and I suppose that means the loan
 (11) guaranty payments that it was taking on. Is it a correct
 (12) statement that if the NPF were not successful in increasing
 (13) its fundraising activity or getting pledges to come in, that
 (14) it would continue to have trouble meeting its operating
 (15) expenses?
 (16) A: Sure.
 (17) Q: Is there any plan in place that you recall as of
 (18) around this time about what the NPF could do to try and
 (19) ensure that it would be successful in meeting its
 (20) obligations under the loans, under the Signet loan?
 (21) A: Other than what you referred to earlier, it's
 (22) captured I think in part in there as Haley's commitment to
 (23) increase his level of activity in that regard.
 (24) Q: Turning to page 5 of this credit memorandum, under
 (25) the section "Financial Reporting"--

(1) A: I'm sorry, Roman V?
 (2) Q: Yes, "Financial Reporting," a couple of sentences
 (3) in it says, "Monthly report of pledge revenue activities to
 (4) include--" and I guess these are things that NPF is supposed
 (5) to provide Signet Bank on an ongoing basis, "Number of
 (6) solicitation meetings, number and amount of new pledges
 (7) received, forecast of timing of collection of new pledges,
 (8) and updated forecast of timing of collection of prior period
 (9) pledges."
 (10) Who at NPF was--Well, first of all, is that an
 (11) accurate statement of some, if not all, of the documentation
 (12) NPF was supposed to provide Signet Bank, as best you can
 (13) recollect?
 (14) A: As I recollect, that is a fair summation of what
 (15) we were supposed to provide.
 (16) Q: Who at the NPF was responsible for assembling and
 (17) transmitting that ongoing information to Signet Bank.
 (18) A: I believe Steve Walker was.
 (19) Q: Was anyone other than Mr. Walker involved in that,
 (20) as far as you recall?
 (21) A: Well, probably the--I mean, he would get that kind
 (22) of data from the fundraising staff.
 (23) Q: I just wanted to turn your attention to what is
 (24) marked in the lower left-hand corner as "Exhibit 3," which
 (25) is several pages further in, Denning 13. It's a

(1) spreadsheet. I'm just interested in understanding what some
 (2) of the categories mean. The sixth one down from the top
 (3) says "Pledged Revenue." What was your understanding of what
 (4) pledged revenue represented at this time?
 (5) A: Hard commitments.
 (6) Q: And the next category down, "Prospecting Revenue"?
 (7) A: Those were projections of what could be raised in
 (8) those months, based on those commitments Haley had made from
 (9) meetings, you know. I think there were--What was it? Ten
 (10) meetings per month should result in that kind of revenue.
 (11) Q: And the next category down, "Total Anticipated
 (12) Revenue." Is that simply adding up the two categories,
 (13) pledged revenue and prospecting revenue?
 (14) A: Yes.
 (15) Q: I'd like to turn your attention to the next-to-
 (16) last page of Denning Exhibit 13, which has in the lower
 (17) left-hand column "Exhibit 5."
 (18) A: Yes.
 (19) Q: And the columns across read "Number of Meetings,"
 (20) "Number of Pledges," "Total Pledged," "Average Pledge," and
 (21) "Pledges Received." And the dates run from July 1993
 (22) through September of '94, which would have been the last
 (23) full month prior to October '94. The question I have is
 (24) under the "Pledges Received" total, it's slightly over \$2
 (25) million; the "Total Pledged" is slightly over \$3.4 million.

(1) I guess we've talked a number--And you can break out a
 (2) calculator if you like, but you can take my representation
 (3) that the "Pledges Received" is about 59 percent of the total
 (4) pledges.
 (5) I think there's been testimony earlier today that
 (6) the NPF expected to receive 100 percent of all monies
 (7) pledged to it. Would that still be your testimony, having
 (8) reviewed this document?
 (9) A: It would. You're trying to add apples and
 (10) oranges. "Total Pledged" is not time dependent. "Amount
 (11) Received" is. That extra 1.4 million was probably due
 (12) between September of '94 and the end of '95, I would
 (13) suspect, because they don't run it out.
 (14) Q: Is there any place you could go to within the
 (15) National Policy Forum to find out when any pledged revenues
 (16) that had not been received were due in, and whether they in
 (17) fact came in on that date?
 (18) A: Yes.
 (19) Q: Where?
 (20) A: The fundraising staff maintained those kinds of
 (21) records. So I could at any point in time anticipate revenue
 (22) by looking at when those pledges were due.
 (23) Q: Finally, just turning to the last page of Denning
 (24) Exhibit 13--just so counsel doesn't get over-excited, I
 (25) finally meant Denning 13--the list of NPF aged payables,

(1) what are aged payables, for those of us who aren't as
 (2) familiar?
 (3) A: Money we owe, over 90 days, over 60, over 30.
 (4) Q: And are those periods, do they correspond to any
 (5) kind of reporting periods, or is that just an easy way to
 (6) keep track of things, by number of months?
 (7) A: It's just a standard accounting term and a
 (8) standard format.
 (9) Q: Looking just a minute first at the over 90-day
 (10) column in the left-hand side of the page of SIG-231, do you
 (11) have any idea what the \$15,000-plus owed to Linda Long was
 (12) for?
 (13) A: That's legal services.
 (14) Q: Okay. Let me go over to the current section, the
 (15) first entry, Todd Allen. And these are listed in descending
 (16) order, most amount to least amount, is that right?
 (17) A: It appears so.
 (18) Q: Do you know what services Mr. Allen had rendered?
 (19) A: It's a printing company.
 (20) Q: What about the next entry down, S. Berkowitz?
 (21) A: That's editorial services for the "Listening to
 (22) America" report and graphic layout.
 (23) Q: Is that an outside contractor or individual?
 (24) A: Yes.
 (25) Q: The next one, McAdams?

(1) A: It's another service of some type. I just don't
 (2) remember-I remember the name, but I don't remember what
 (3) exactly they did.
 (4) Q: Skipping CIGNA, P. Robertson for \$6,000-plus?
 (5) A: I can tell you it's not Pat Robertson. That was
 (6) your question, wasn't it?
 (7) Q: I was thinking that.
 (8) A: Yes, I'll bet. It doesn't ring any bell at all.
 (9) Q: And one under Mr. or Ms. Robertson, for Fred
 (10) Volcansek in excess of \$4,000. Do you recall what that
 (11) amount was for?
 (12) A: I don't.
 (13) Q: Does the \$4,000 correspond to the approximate
 (14) amount of money Mr. Volcansek was supposed to receive under
 (15) his contract with NPF?
 (16) A: No. I suspect that it's, you know, that-what was
 (17) that?-149-85. I suspect that's a travel reimbursement,
 (18) because I think he traveled to Hong Kong on our behalf to
 (19) meet with Mr. Young. But I want to stress, I'm not sure. I
 (20) don't know.
 (21) Q: That's fine.
 (22) MR. FRENKEL: Mark the next document-
 (23) MR. SPAEDER: Let me just note, the time is 7:15.
 (24) It looks like you've got either a lot more documents than I
 (25) had originally suspected, or you're going through them more

(1) slowly than I would have predicted. You spent about 20
 (2) minutes just on that bank loan. I wonder whether you ought
 (3) to just call it a night. I'm concerned that we may be here
 (4) till 9:00 at this rate.
 (5) MR. FRENKEL: I think if you would give me ten-
 (6) REPORTER: Do you want to go off the record?
 (7) MR. FRENKEL: Oh, did you want that on the record,
 (8) Roger?
 (9) MR. SPAEDER: It doesn't matter to me either way.
 (10) MR. PERRY: Let's go off now.
 (11) [Recess.]
 (12) MR. FRENKEL: We will mark this document as
 (13) Denning Deposition Exhibit No. 14 which begins Bates No.
 (14) SIG-1009 and runs to 1011. It is a little bit of a
 (15) composite or the order has been reshuffled and it is SIG-999
 (16) through 1002, SIG-980 and 981, and SIG-782 and 783. It is a
 (17) composite document but it's all relating to the Young
 (18) Brothers loan.
 (19) [Denning Deposition Exhibit
 (20) No. 14 was marked for
 (21) identification.]
 (22) BY MR. FRENKEL:
 (23) Q: Mr. Denning, I am not going to ask you to read
 (24) through and review the document, but really just a general
 (25) question of that you know what has been marked as Denning

(1) Deposition Exhibit No. 14 is?
 (2) A: I do.
 (3) Q: What is it?
 (4) A: It's transactional documents that accompanied the
 (5) loan guarantee.
 (6) Q: And that's your signature on the third page of
 (7) Denning Deposition Exhibit No. 14?
 (8) A: It is.
 (9) Q: If you could turn to the page labeled National
 (10) Policy Forum authentication and incumbency certificate,
 (11) Bates No. SIG-980.
 (12) Is that your signature where it says, Daniel B.
 (13) Denning, Chief Operating Officer?
 (14) A: It is.
 (15) Q: Do you recognize the signature below it?
 (16) A: I do.
 (17) Q: Is that the signature of Steve Walker?
 (18) A: I believe it is.
 (19) Q: And the signature below that, are you familiar
 (20) with Ms. Van Rest's signature?
 (21) A: Not really, not really.
 (22) Q: Do you have any reason to doubt whether that is
 (23) Ms. Van Rest's signature?
 (24) A: No, I don't.
 (25) Q: Turning two more pages to the document labeled

(1) promissory note? I will skip the signature page.
 (2) A: Hmm-hmm.
 (3) Q: The second paragraph talking about repayment and
 (4) it says, ten quarterly installments, each in the amount of
 (5) \$191,000 commencing April 30, 1995, continuing on the last
 (6) day of each July, October, January and April thereafter,
 (7) through and including July 31, 1997, and the eleventh
 (8) installment in the amount of \$190,000 payable on October 31,
 (9) 1997, the maturity date of this note.
 (10) To your knowledge, is that an accurate reflection
 (11) of when the National Policy Forum had to make payments on
 (12) the loan guarantee that was conducted on October 13, 1994?
 (13) A: It is.
 (14) Q: And the amounts are accurate?
 (15) A: They are.
 (16) Q: Just on the last page of Denning Deposition
 (17) Exhibit No. 14, is that your signature, Daniel B. Denning,
 (18) Chief Operating Officer?
 (19) A: It is.
 (20) MR. FRENKEL: We will mark the next exhibit as
 (21) Denning Deposition Exhibit No. 15.
 (22) [Denning Deposition Exhibit
 (23) No. 15 was marked for
 (24) identification.]
 (25) BY MR. FRENKEL:

(1) Q: I am handing you Denning Deposition Exhibit No. 15
 (2) which is a one-page document dated October 17, 1994, on the
 (3) letterhead of Baker & Hostetler from Eric Geppert to Mr.
 (4) Denning and a CC, carbon copy from Mark Braden, and the Bates
 (5) Nos. NPF-172.
 (6) Do you recall receiving Denning Deposition Exhibit
 (7) No. 15, Mr. Denning?
 (8) A: I do.
 (9) Q: In the first sentence following the, "Dear Dan",
 (10) it says, "Congratulations on making the Friday deadline for
 (11) funding of the loan."
 (12) Do you recall if there was any sort of deadline
 (13) for making the loan or, I guess, getting the loan by the
 (14) NPF?
 (15) A: No, not really.
 (16) Q: Do you know whether there was-
 (17) A: I think it was some kind of a technical deadline,
 (18) not in-house.
 (19) Q: Technical in what sense?
 (20) A: No, only a deadline in the terms of getting all
 (21) the paperwork. Everybody wanted to get it completed and the
 (22) paperwork in order and the transaction complete. That's
 (23) what I meant as opposed to if we didn't do it by some date
 (24) that the guarantor would pull out or the bank would pull out
 (25) or we would pull out. That was, I don't remember that to be

(1) the case.
 (2) Q: It goes on to say, "Mr. Geppert looks forward to
 (3) discussing the governance structure and other issues that
 (4) surfaced during the loan process", in that first paragraph.
 (5) Do you recall what the governance structure and other issues
 (6) referred to might be?
 (7) A: I think something arose about NPF's bylaws were-
 (8) what is the word I want-difficult or it was hard to
 (9) operate. Something about board meetings, I think and Eric
 (10) had some ideas on how we could, amendments to the bylaws
 (11) that were going to clean up that process.
 (12) Q: Do you recall anything else?
 (13) A: No.
 (14) MR. FRENKEL: Mark the next exhibit, please.
 (15) [Denning Deposition Exhibit
 (16) No. 16 was marked for
 (17) identification.]
 (18) BY MR. FRENKEL:
 (19) Q: I'm now handing you what has been marked as
 (20) Denning Deposition Exhibit No. 16, a two-page document, NPF-
 (21) 197 and 198 are the Bates Numbers representing two checks
 (22) from the National Policy Forum to the RNSEC on October 20th,
 (23) 1994.
 (24) Mr. Denning, how were the proceeds of the loan
 (25) guarantee to be used by the National Policy Forum?

(1) A: We were to repay our indebtedness in part to the
(2) RNC.
(3) Q: And do the checks reflected in Denning Deposition
(4) Exhibit No. 16, were they payments made to the RNC to pay
(5) back loans the NPF had?
(6) A: They were.
(7) Q: Do you have any understanding as to why it was
(8) necessary to write two checks to the RNC?
(9) A: No, I don't.
(10) MR. SPAEDER: The RNSEC.
(11) MR. FRENKEL: Yes, I agree that the Denning
(12) Deposition Exhibit No. 16, the payee in both pages of the
(13) document is the RNSEC. I believe also that Mr. Denning's
(14) earlier testimony is that he's not familiar with the entity
(15) known as the RNSEC but believes the monies to be going to
(16) the NRC.
(17) MR. SPAEDER: No, I think he said that he was not
(18) clear on the precise accounts within the RNC. And he, so, I
(19) think acknowledged that there might have been some legal
(20) distinctions of which he was unaware.
(21) MR. FRENKEL: If I have mischaracterized your
(22) testimony I apologize. I am sure your testimony is well
(23) recorded in the record and I apologize to counsel if I have
(24) misstated anything.
(25) BY MR. FRENKEL:

(1) Q: Do you know why--I think you may have just
(2) answered this and I'm sorry if I just lost it in the
(3) shuffle--why two checks were necessary?
(4) A: I have no idea at all.
(5) Q: And do you know why payment was made to the RNSEC?
(6) A: I do not.
(7) MR. FRENKEL: We are going to mark the next
(8) document as Denning Deposition Exhibit No. 17.
(9) [Denning Deposition Exhibit
(10) No. 17 was marked for
(11) identification.]
(12) BY MR. FRENKEL:
(13) Q: This document, Denning Deposition Exhibit No. 17
(14) starts with Bates page SIG-19 and the second page is SIG-25
(15) which continues through SIG-29.
(16) The first page of Denning Deposition Exhibit No.
(17) 17 is on the letterhead of Arthur Andersen, LLP, and has in
(18) the lower left-hand corner of Denning Deposition Exhibit No.
(19) 17, it bears the date March 17, 1995, and location,
(20) Washington, D.C.
(21) And I don't intend to ask you detailed questions
(22) about Denning Deposition Exhibit No. 17 but generally, do
(23) you know what Denning Deposition Exhibit No. 17 is?
(24) A: Well, generally I was aware that this audit was
(25) under way. By the time this audit report was issued, I

(1) don't believe I was COO any more. I believe I had resigned
(2) at this point in time. So, I don't know that I even saw
(3) this report when it was issued.
(4) Q: Was the audited financial statement part of the
(5) requirements of the loan guarantee or is that something that
(6) the National Policy Forum did as a matter of course?
(7) A: We did it as a matter of course.
(8) Now, this might be the first report we issued. It
(9) was just coincident with the guarantee.
(10) Q: I just want to draw your attention to one
(11) statement on the second page of this document which is
(12) headed, "National Policy Forum notes to financial
(13) statements, as of December 31, 1994, and 1993." Under
(14) heading number one, organization and in the second
(15) paragraph, the third sentence.
(16) It says, "Management of NPF believes it has
(17) developed a plan including formalizing the establishment of
(18) a fundraising function to enable NPF to fund its operations
(19) and meet its maturing debt obligations."
(20) Do you know to what that is referring? I mean was
(21) there a plan in place as of the time let's say you left the
(22) NPF, different from the fundraising plans that had been in
(23) place, oh, at any other time you were at the NPF?
(24) A: Yeah, I believe it is referring to what we
(25) discussed earlier that of Mr. Barbour's commitment to an

(1) increased schedule of meetings and fundraising appeals which
(2) were projected to result in revenue sufficient to service
(3) debt and meet obligations.
(4) Q: Do you know whether it included any, of the plan
(5) referred to here, included any use of members of Congress to
(6) raise funds for the NPF?
(7) A: Not that I'm aware of, no.
(8) MR. FRENKEL: Off the record for a second.
(9) [Recess.]
(10) MR. FRENKEL: We are back on the record.
(11) We will mark this as the next exhibit, please.
(12) [Denning Deposition Exhibit
(13) No. 18 was marked for
(14) identification.]
(15) BY MR. FRENKEL:
(16) Q: While we were off the record, we marked as Denning
(17) Deposition Exhibit No. 18 a two-page exhibit which also has
(18) been used as Becker Deposition Exhibit No. 43. And it is a
(19) letter from Fred Volcansek, here identified as Fred
(20) Volcansek, Sr., to Haley Barbour, Chairman of the National
(21) Policy Forum and it is dated Wednesday, July 10, 1996, with
(22) carbon copies on the second page to Mr. Denning and Don
(23) Fierce and a blind carbon copy to Ben Becker and Steve
(24) Richards.
(25) Turning to the second page of the Denning

(1) Deposition Exhibit No. 18 first, do you recognize what
(2) country that telephone number is from that Mr. Volcansek
(3) has? I just noticed that is probably an international
(4) number, do you have any idea what country that is?
(5) A: I don't. He travelled extensively and it could
(6) have been--he typically, you know, on a computer changed
(7) that depending on where he was.
(8) Q: And the third paragraph of Denning Deposition
(9) Exhibit No. 18, Mr. Volcansek after exchanging some
(10) pleasantries says, I called John Bolton, and Mr. Bolton was
(11) the President of the National Policy Forum at that time, is
(12) that correct?
(13) A: That's correct.
(14) Q: And I guess, that time, meaning July 1996. About
(15) the issue of closing out the NPF's financial obligation to
(16) me, Fred Volcansek. The NPF has not paid me the final
(17) payment of \$5,000 due in December of 1995, and then he goes
(18) on. I have tried to be patient since I recognize how
(19) difficult it has been for the NPF to raise money and I do
(20) not want to make an issue of it. The \$5,000 payment Mr.
(21) Volcansek is referring to, do you know what that was for?
(22) A: Yes, I believe it was the payment that was part
(23) of a series for fundraising assistance, the contract that
(24) NPF and Mr. Volcansek had entered into.
(25) Q: That's something you have testified about here

(1) today, right?
(2) A: Yes.
(3) Q: In the next paragraph of Denning Deposition
(4) Exhibit No. 18 it says, I suggested to John Bolton that even
(5) though our contract has expired I was still trying to be
(6) helpful to NPF's cause through my continued efforts to work
(7) with Ambrous Young.
(8) Did you have any understanding that Mr. Volcansek
(9) was continuing to solicit funds from Mr. Young?
(10) A: No.
(11) Q: Do you--
(12) A: Well, I'm sorry, go ahead.
(13) Q: I'm sorry, you were going to clarify your answer?
(14) A: No. He was not trying to raise additional money
(15) from Young.
(16) Q: Do you know what he is referring to then by, his
(17) continued efforts to work with Ambrous Young?
(18) A: I think at that point in time--bear in mind,
(19) please, I've been gone for over a year--Haley was hopeful
(20) that Ambrous Young would--
(21) MR. SPAEDER: Let me just interrupt now. You can
(22) certainly answer the question but bear in mind that you are
(23) under oath and you're being asked what you know, not what--
(24) and try to confine your answer to what you know, or, if you
(25) don't know and you're just making it up, tell counsel you're

[1] making it up so we are all clear on the subject.
 [2] Q: What was your understanding about what Mr. Barbour
 [3] may or may not have known—I am sorry, I didn't quite, I
 [4] lost track a little bit of your answer.
 [5] A: I have, too. Let me find the reference again.
 [6] Q: It's the fourth paragraph to the first—
 [7] A: Yes. I don't know what Fred was doing at this
 [8] point in time, but I am fairly certain he was not trying to
 [9] raise additional money from Mr. Young.
 [10] Q: You mentioned you'd already been gone from the NPF
 [11] for over a year, do you have any understanding why Mr.
 [12] Volcansek sent you a carbon copy of this letter?
 [13] A: Well, as I explained early in the day, we were
 [14] friends and he was distressed about this and I think he
 [15] faxed me a copy there to let me know what was going on.
 [16] Q: In the next paragraph Mr. Volcansek continues, I
 [17] have never asked for any money except for the six \$5,000
 [18] payments which were in accordance with our written agreement
 [19] of July 13, 1995, and that which only one remains.
 [20] For my efforts with Ambrous Young you know that I
 [21] have only requested one of your limited "pairs of Reagan
 [22] cufflinks".
 [23] A: There it is in writing.
 [24] Q: That's right. Do you know what Mr. Volcansek is
 [25] referring to by the written agreement of July 13, 1995?

[1] A: I think he's referring to the agreement I just
 [2] referred to, the contract between NPF and a Mr. Volcansek
 [3] for fundraising assistance.
 [4] Q: Do you think his date is wrong, in that, I mean
 [5] you were gone at that point and I believed you had testified
 [6] that you had entered the contract with Mr. Volcansek or
 [7] while you were at the NPF the contract was entered into with
 [8] Mr. Volcansek.
 [9] A: I'm sorry, I could be wrong about that. I was
 [10] aware of it, whether I actually signed, I don't remember.
 [11] And according to this, I didn't, if that date is accurate.
 [12] Q: Does the amount Mr. Volcansek cite sound about
 [13] right to you, \$5,000, six payments of \$5,000 was what he was
 [14] supposed to receive from the NPF?
 [15] A: Sounds right.
 [16] Q: Was it your understanding that each of the
 [17] payments represented his work for one month's effort on
 [18] behalf of the NPF?
 [19] A: Yes.
 [20] Q: Is it your understanding that the NPF got its
 [21] money's worth from Mr. Volcansek's efforts?
 [22] A: Yes. I think that's fair to say to the extent I
 [23] know about it. I know he was successful on a couple of
 [24] occasions.
 [25] MR. FRENKEL: Mark this as Denning Deposition

[1] Exhibit No. 19, the final exhibit.
 [2] [Denning Deposition Exhibit
 [3] No. 19 was marked for
 [4] identification.]
 [5] BY MR. FRENKEL:
 [6] Q: Before I get into Denning Deposition Exhibit No.
 [7] 19, just one area of questioning. From the time of the loan
 [8] guarantee in October of 1994 until the time you left the
 [9] National Policy Forum, did National Policy Forum have to get
 [10] additional loan funding from the RNC, as far as you know?
 [11] A: I don't believe it did.
 [12] Q: Do you know what, subsequent to your leaving,
 [13] whether there came a time where the NPF needed additional
 [14] loans from the RNC to continue?
 [15] A: I don't.
 [16] Q: Now, we will turn to Denning Deposition Exhibit
 [17] No. 19, which has previously been marked as Becker
 [18] Deposition Exhibit No. 51. It is a three-page letter dated
 [19] September 17, 1996.
 [20] MR. PERRY: Let me note for the record there is no
 [21] indication on here that Mr. Denning would have received this
 [22] letter.
 [23] MR. FRENKEL: That's correct.
 [24] BY MR. FRENKEL:
 [25] Q: It is from Richard Richards to Haley Barbour, the

[1] chairman of the RNC. Have you had a chance to review the
 [2] whole letter and have you ever seen this letter before?
 [3] A: Yes.
 [4] Q: When did you see it other than this deposition?
 [5] A: If I recall Mr. Volcansek, I believe it was Mr.
 [6] Volcansek, sent me a copy of this at about this time. And
 [7] by that, I mean during September of 1996.
 [8] Q: In Denning Deposition Exhibit No. 19, Mr. Richards
 [9] sets out his recollection of the events concerning the
 [10] approach to Ambrous Young to guarantee the loan to the
 [11] National Policy Forum and subsequent events.
 [12] MR. PERRY: I'm sorry to interrupt your
 [13] questioning, I know it's not good form, but let me just note
 [14] for the record that I object to the extent that you
 [15] characterize this letter as accurately reflecting Mr.
 [16] Richards' recollection of the events at issue and please
 [17] proceed.
 [18] BY MR. FRENKEL:
 [19] Q: As you reviewed the letter, does your recollection
 [20] of the events concerning the loan guarantee by Young
 [21] Brothers Development agree with that of the views of Mr.
 [22] Richards as set out in Denning Deposition Exhibit No. 19?
 [23] A: No.
 [24] MR. SPAEDER: I was going to object. I believe as
 [25] a matter of interrogation form, it's really not appropriate

[1] to ask a witness who does not purport to be a first-hand
 [2] observer of all the events, who did not author the document,
 [3] who did not receive the document to testify about the
 [4] document.
 [5] The probative value of Mr. Denning's testimony
 [6] about a letter written in September of 1996 by Mr. Richards
 [7] strikes me as so far attenuated from the first-hand sources
 [8] of information about the transactions at issue, including
 [9] Mr. Barbour, himself, Mr. Richards, and others with personal
 [10] knowledge it is like asking you or me about what we think
 [11] about the transaction based upon our knowledge.
 [12] I guess I can't stop you from asking the witness
 [13] about it, but it seems to me that it really can't advance
 [14] the committee's inquiry very much to ask Mr. Denning's
 [15] opinion about what's in this letter.
 [16] I also have, as an aside, a loose document before
 [17] me and I—
 [18] MR. FRENKEL: Yes, that is not being used or it is
 [19] another copy of something else.
 [20] MR. SPAEDER: That's not part of any exhibit?
 [21] MR. FRENKEL: No, it's not.
 [22] MR. SPAEDER: Okay, I have said my piece.
 [23] BY MR. FRENKEL:
 [24] Q: Turning to the fourth paragraph of Denning
 [25] Deposition Exhibit No. 19, Mr. Richards states in the letter

[1] that prior to the elections of 1994 he was asked by Fred
 [2] Volcansek to help facilitate a loan in excess of \$2 million
 [3] to assist the RNC in replacing hard money at the Forum with
 [4] soft money so that the hard dollars could be used to help
 [5] pick up 60 targeted House seats.
 [6] Do you have any recollection of whether at any
 [7] time during the consideration of the Young Brothers loan
 [8] guarantee you heard any discussion about hard money and soft
 [9] money as it related to the loan?
 [10] A: No. I did not.
 [11] Q: Do you recall anyone else having a discussion
 [12] about hard and soft money as it related to the loan?
 [13] A: No.
 [14] Q: The final paragraph on that page, page 1 of
 [15] Denning Deposition Exhibit No. 19, talks about a fund
 [16] transfer from Hong Kong to Young Brothers USA, the Florida
 [17] corporation, then it says, shortly after the loan was made,
 [18] you, meaning Mr. Barbour, journeyed to Hong Kong to approach
 [19] Mr. Young for the first time about the question of
 [20] forgiveness of the loan.
 [21] Were you aware of any conversations Mr. Barbour
 [22] might have had with Mr. Young about forgiving the loan to
 [23] the NPF?
 [24] A: I became aware of Haley's interest in forgiveness
 [25] of all or part of the note sometime in early 1995. I'm not

(1) sure when his trip was which Mr. Richards refers to. The
 (2) first time I became aware of it was very late 1995 or early
 (3) 1996.
 (4) Q: What do you recall the discussions were?
 (5) A: That Haley was hopeful that Mr. Young would agree
 (6) to forgive all or part of the obligation.
 (7) Q: Do you recall what arguments or suggestions Mr.
 (8) Barbour was going to advance to Mr. Young to persuade him to
 (9) forgive all or part of the loan to the National Policy
 (10) Forum, if any?
 (11) A: What arguments he was going to present. No, not
 (12) really. I mean he, no.
 (13) Q: On the second page of Denning Deposition Exhibit
 (14) No. 19, in the first full paragraph on the page, it includes
 (15) a discussion of a trip Mr. Barbour was to take to China, do
 (16) you have any knowledge about Mr. Barbour's trip to China
 (17) including what the purpose might have been?
 (18) MR. PERRY: Let me, in connection with that last
 (19) question, just renew my previous objection when I earlier
 (20) interrupted your first question about this letter.
 (21) BY MR. FRENKEL:
 (22) Q: Do you need to hear the question again?
 (23) A: Yes, I'm sorry, would you?
 (24) MR. FRENKEL: Could you re-read it, please?
 (25) [The Reporter read back the requested portion of

(1) Q: Do you have any understanding as to why you were
 (2) consulted?
 (3) A: At that point in time, I was still physically at
 (4) NPF even though I was no longer chief operating officer, and
 (5) I guess being there I was the most knowledge about Mr. Young
 (6) and the situation with him. And that's why I was consulted.
 (7) And I was aware of Haley's interest in getting all or part
 (8) of that loan forgiven and I think and I was, you know, the
 (9) one with the history with Mr. Volcansek who was in
 (10) communication with Mr. Young at the time. And, so, my role
 (11) was to kind of translate between the two groups in terms of
 (12) the itinerary.
 (13) Q: Do I understand that when you resigned at the
 (14) chief operating officer of NPF, was there still a period
 (15) where you stayed at the NPF without the title? I guess I
 (16) just didn't quite understand your
 (17) A: Yeah.
 (18) Q: I guess how long was that period of time?
 (19) A: About three or four months.
 (20) Q: What were your duties or responsibilities during
 (21) that time?
 (22) A: I was really, most of the time, concentrating on
 (23) what I was going to do next, finding another job. And then
 (24) there was the normal transition kinds of things, clean up,
 (25) you know, on pending issues but I turned over all my active

(1) the record.]
 (2) BY MR. FRENKEL:
 (3) Q: Do you have any knowledge about the purpose of the
 (4) trip to China?
 (5) A: I'm confused on which trip we're talking about
 (6) now. There was the one we discussed earlier.
 (7) Q: The trip to Hong Kong, is that what you're
 (8) referring to?
 (9) A: Well, the Seoul was on the itinerary and wherever
 (10) else.
 (11) Q: The September 1995?
 (12) A: Yes, I think that sounds about right. Is this a
 (13) second trip?
 (14) MR. PERRY: I'm sorry, I'm having a problem here
 (15) because I think it is appropriate to ask him what, if
 (16) anything, he knows from conversations with Mr. Barbour or
 (17) anybody else but having him read a letter that he didn't
 (18) have any involvement in and that, you know, I have made an
 (19) objection to, and I want to restate that, is potentially
 (20) misleading. And to the extent you try to link your
 (21) questions to statements in that letter, or independent of
 (22) his knowledge I think you have a problem in the form of the
 (23) question.
 (24) MR. FRENKEL: Your objection as to form is noted.
 (25) BY MR. FRENKEL:

(1) responsibilities pretty quickly to Bolton and to Jackie
 (2) Sanders.
 (3) Q: When you left the National Policy Forum for good,
 (4) I guess after that three or four month period, were you
 (5) confident that the NPF was going to be able to make the loan
 (6) payments on the loan guarantee from Young Brothers
 (7) Development Company?
 (8) A: Well, I don't I'm not sure I was confident. The
 (9) payments were being made and I can't project out beyond, you
 (10) know, what I saw at the time. They were able to make them
 (11) as of the time I left.
 (12) Q: Just the next paragraph down, said, as the
 (13) payments became due, we then requested forgiveness of
 (14) individual payments, the first of which, Mr. Young refused
 (15) but agreed to skip the payment, pay the interest and put the
 (16) payment on the back side of the loan, which he did.
 (17) Do you have any knowledge about that, were you
 (18) still at the NPF when any loan payments were rearranged?
 (19) A: No, I don't believe so. I don't recall really but
 (20) that didn't ring any bell with me.
 (21) Q: During your time at the NPF, did you become aware
 (22) of any activity that in your mind would have jeopardized a
 (23) 501(c)(4) status of the NPF?
 (24) A: There were, there were, no. I mean we worked to
 (25) avoid those kind of situations.

(1) Q: I guess the question still goes, what, if
 (2) anything, did you know, I mean do you know about any other
 (3) trip to China other than one that might have occurred in or
 (4) around September 1995?
 (5) A: Well, this letter talks about what appears to be a
 (6) second trip to China. And I believe that one, I believe I'm
 (7) aware of a second trip but the timing is what I'm stumbling
 (8) on here. I'm not sure what they're referring to here.
 (9) There could have been a second trip in maybe January of
 (10) 1995. Or maybe a little later.
 (11) Q: How did you come to learn of a second trip, if one
 (12) took place, to China?
 (13) A: I received a fax or an invitation to a meeting to
 (14) help plan part of the itinerary, I remember that. And I
 (15) probably was aware of it as well through Mr. Volcansek.
 (16) Q: Do you recall who sent you the invitation to
 (17) participate in planning the itinerary?
 (18) A: Ed Rogers.
 (19) Q: Was Mr. Rogers working for Mr. Barbour at that
 (20) point as far as you knew?
 (21) A: No, he was not.
 (22) Q: Do you have any special experience or expertise in
 (23) Asia that you would be expected to be consulted about
 (24) planning an itinerary to the Far East or China?
 (25) A: No.

(1) MR. FRENKEL: I don't have any further questions
 (2) at this time. The only thing I would do is reiterate the
 (3) document request I made on the record already to Mr. Spaeder
 (4) and ask you to review them and produce them.
 (5) MR. PERRY: I have one question as a point of
 (6) clarification.
 (7) BY MR. PERRY:
 (8) Q: On a couple of occasions, today, during this long
 (9) day, you used a metaphor of a brick wall and I think on one
 (10) of those occasions you used this metaphor, that metaphor
 (11) when you were referring to the relationship, if any, between
 (12) the RNC and NPF, would you explain what you meant by that?
 (13) A: We made a concerted effort to keep NPF free of
 (14) influence with the RNC, itself. And restricted staff access
 (15) over there as did Haley with his RNC hat on restricted access
 (16) the other way, from the RNC to us.
 (17) And it was really, you know, once the pattern was
 (18) established, our independence, I have to say, was pretty,
 (19) was very well maintained. We weren't pressured or directed
 (20) to take a particular position as far as I'm aware of, at
 (21) least during the time I was in charge.
 (22) That's what it meant.
 (23) Q: I apologize, one further question. Yes, I think
 (24) you used the metaphor the brick wall to address an issue
 (25) that's briefly addressed in Denning Deposition Exhibit No. 1

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[1] and let me read the sentence, it should be clearly
[2] understood that financial contributions or financial
[3] assistance must not dictate final policy determinations.

[4] Is that sentence I read an accurate reflection of
[5] the policy of the National Policy Forum?

[6] A: Yes.

[7] MR. FRENKEL: May I just ask a clarification, as
[8] of the time the document was written?

[9] BY MR. PERRY:

[10] Q: As of the time the document was written?

[11] A: I don't recall the date on that but that was the
[12] policy not only that we established but that we maintained
[13] the entire time I was there and it's my belief that it was
[14] in place even prior to my arrival.

[15] MR. PERRY: I have nothing further at this point.

[16] MR. FRENKEL: I have no redirect. I just want to
[17] thank you, I'm sure both on my behalf and of the minority
[18] and on behalf of Mr. Perry and the majority for your coming
[19] here today and spending a long, long, long day answering
[20] questions. I think you've been extremely cooperative and
[21] answered questions fully and to the best of your ability and
[22] we thank you for coming down here and doing that.

[23] MR. SPAEDER: Let me reflect that the time is 8
[24] o'clock p.m., and I believe this deposition began at 9:30
[25] with approximately a 55 minute lunch break, so, apart from

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[1] the few bathroom breaks, I think the mathematicians can
[2] compute the amount of time that Mr. Denning has spent in an
[3] effort to accommodate the committee's subpoena for his oral
[4] testimony today.

[5] That's all I have.

[6] MR. FRENKEL: Off the record.

[7] [Whereupon, at 8:00 p.m., the deposition was
[8] adjourned.]

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